

Site	Boronog Blues
ID #.	141D9801-a-4
Break	11.11
Other	1020169 0-.6

FENIX & SCISSION, INC.

GRANTOR

40115827



SUPERFUND RECORDS

RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That Fenix & Scissen, Inc., a corporation, assignee of G. J. Fenix, does hereby surrender, remise and release unto Guy H. Waring and Georgia S. Waring, his wife, that certain mining lease made by them to the said G. J. Fenix under date of October 14, 1955, recorded in the Recorder's office of Jasper County, Missouri, in Book 812 at pages 222-223, covering mineral rights only in and to the following described lands in said County, to-wit:

The W 1/2 of Lot 2 in the NE 1/4 of Section 1, Township 28, Range 33; also described as the NW 1/4 of the NE 1/4 of said Section, containing 40 acres more or less;

The N 1/2 of all that part of the SW 1/4 of the NW 1/4 of Section 1, Township 28, Range 33, lying north of the center of Center Creek, containing 7.50 1/2 acres;

The W 1/2 of Lot 2 in the NE 1/4 of Section 1, Township 28, Range 33, also described as the NW 1/4 of the NE 1/4 of said Section, containing 40 acres, more or less.

Lots in Oronogo

Hendrickson's Add. Lots 1, 2, 8, 10, 11, and S. 15 ft. of
Lot 12, Lots 14 and 16, W 1/2 of Lot 17,
N. 28 ft. of Lot 18, Lots 28 and 29.
Lots 5, 6, 8, 9, 17, 18, 20 to 23
inclusive, and Lots 25 and 26.

Brewer's Add. W 1/2 of Lots 2 to 6, inclusive; E 1/2
of Lots 9 and 10; Lots 18 to 23, inclusive.

Rankin's Add. Lots 1 and 2, S 1/2 of W 1/2 of Lot 3,
and E 1/2 of Lot 3, Lot 4.

Hockaday's Add. Lots 40 and 41.

Elliott's Add. Lots 1, 2 and 3, N. 25 ft. of Lot 4, Lot
11 and E. 10 ft. of Lot 12.

Original Oronogo Comm. at Intersection of S. Line Lot 23,
Rankin's Add. with W. Line 1st St.,
thence S. 50 ft., W. 100 ft., N. 50 ft. to
beginning; Comm. at Intersection of S.
Line Main St. with Range Line bet.
Sections 32 and 35, thence E. 100 ft.,
S. 130 ft., W. 100 ft., N. to beginning;
Comm. at SW Cor. Lot 23, Rankins Add.,
thence S. 100 ft., E. 100 ft., N. 100 ft.,
W. to beginning; Comm. at SW Cor. Lot
1, Rankins Add., thence S. 100 ft., E. 85
ft., N. 100 ft., W. to beginning; Lots 15,
16, 24 and 25. Comm. at NW Cor. Lot
15, original Mineraville, thence E. 80 ft.,
S. 75 ft., W. 50 ft., S. 8 ft., W. 30 ft.,
N. 84 ft., all in Section 31, Township 29,
Range 32. An undivided 1/2 interest in 20
acres described as W 1/2 of NW 1/4, S. of
creek, Section 6, Township 28, Range 32;
an undivided 1/2 interest in 40.2 acres more
or less, described as all the W 1/2 of NW 1/4
North of Creek, except RR and Cemetery.

Misc. Oronogo

-2-

IN WITNESS WHEREOF, Fenix & Scisson, Inc. has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, this 20th day of October, 1964.

FENIX & SCISSION, INC.

By H. E. Scision

STATE OF Oklahoma)
)
COUNTY OF Oktaha)

On this 20th day of October, 1964, before me, a Notary Public in and for the County and State aforesaid, appeared H. E. Scision, to me personally known, who being by me duly sworn, did say that he is President of Fenix & Scission, Inc., a corporation of the State of Oklahoma, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said H. E. Scision acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

M. J. Bolton
Notary Public

My term expires: June 5, 1967.

State of Missouri } ss.
County of Jasper }

FILED FOR RECORD 41
AT 9 OCLOCK 30.1964 MINUTES
AM

Virginia D. Andrews
RECORDER

FENIX & SCISSION, INC.

GRANTEE

MINING LEASE

THIS INDIVIDUAL, made this 22 day of November, 1964
 between **ALBERT F. & RETHA M. MILLS AND**
PENIX AND SCISSON INC.

hereinafter (whether one or more) referred to as Lessor, and **PENIX AND SCISSON INC.** a corporation, hereinafter referred to as Lessee,

W. T. M. S. E. 1/4:

Know in consideration of the covenants and agreements herein
 to be kept and performed by Lessee, Lessor does hereby
 grant, lease, for exploration and mining for lead and zinc ore, for
 and the date hereof, the following described Land (for the
 same being considered as said parcel) situated in Jasper County, State
 of Missouri:

(23) Twenty-three Acres in the East part of the N.E. $\frac{1}{4}$
 of the N.E. $\frac{1}{4}$ of Section 34, Twp. 28 ; Range 32, Except Three (3)
 acres in the Northeast corner of said forty.

W. T. M. S. E. 1/4 Township 28 Range 32

Twenty-three (23) acres, more or less

Lessor reserves, retains, and grants unto Lessee, for said term,
 all right and privilege to prospect at said lands for lead and
 zinc ore, and to mine, extract, lead and zinc concentrate, reduced
 lead and zinc, and to construct buildings or other structures
 thereon, and to use such stockpiles, dumpes, ditching, roads
 and improvements as above said premises, and to use or
 place such machinery, equipment, as Lessee may
 require, or to meet and mine said lead and zinc
 ore, and to pay to the Lessor a royalty in Lessee's proportion
 of one-half (1/2) of the gross amount of all minerals
 produced from the lands during the term hereof or within one year
 thereafter, less.

In consideration of the above, Lessee agrees to pay unto Lessor as
 FIRST STATE BANK, of JOPLIN

MISSOURI

beginning from the 20th time, a royalty on all lead and zinc
 product and sold from said lands as follows:

- (a) For concentrates produced and sold prior to
 July 1, 1966, three per cent (3%) of the
 proceeds received for the lead and zinc concentrates.
- (b) After July 1, 1966, and during the remainder
 of the life of this lease, and any extension hereof, the
 royalty shall be:

When the price of slab zinc at East
 St. Louis is \$2 1/2 cents per pound or less, the
 royalty shall be three per cent (3%) of the gross
 proceeds received for the lead and zinc concentrates,
 to be ore bin at mill;

It is also important to note that the results of this study indicate that the relationship between the amount of time spent in the classroom and the achievement of students is not linear. The achievement of students is highest at the intermediate level of time spent in the classroom, and decreases as the amount of time spent increases beyond this point.

the first time in the history of the country, the people of the United States have been compelled to go to war with their own government.

Във всички случаи при тези преводи съществува опасност, че във външния вид на текста ще се изгубят езиковите и стилови особености на източника.

the *Journal of the American Statistical Association*, Vol. 22, No. 157, March, 1930, pp. 1-12.

It is the "principle" of evolutionism that the species are not immutable, but are subject to change, and that the changes are due to the action of natural selection.

9. What is the price of slab zinc at the
S.E. port? Is it more than 12 1/2 cents per pound?
What is the cost of 15 cents per pound? the
cost of 15 cents per cent? the
cost of 15 cents per cent? the
cost of 15 cents per cent?

and the land is owned largely by cattle barons. The
present value of the land is \$100 per acre.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

The cattle barons have been offered \$100 per acre for
the land.

Said bank, or such other bank as Lessor may in writing hereinafter designate and its successors by power irrevocable, is hereby made and of Lessor to accept all rentals and royalties herein provided for, same shall continue as a depository of such royalties or rentals during the life of this lease regardless of changes of ownership of said land or rights or royalties.

12. Lessee shall furnish Lessor a true copy of the lease or leasehold put down on said land by Lessee showing any assays made thereon and shall, upon request of Lessor, furnish a printed or mimeographed working plan of said land.

13. After the expiration of the term hereinbefore fixed, the same shall continue in force and effect for an additional period of ten years on the terms hereinabove set forth, and after the expiration of such additional period of ten (10) years this lease shall continue in effect for ten years thereafter, unless terminated by either party, or by either party giving notice in writing of non-renewal of this lease at least six months prior to the expiration of the term hereinabove set forth.

14. Lessor or his/her successors and assigns to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time, to redeem for him/her by payment, any mortgages, taxes or assessments levied on the above described lands, in event of default of payment, and be subrogated to the rights of the holder thereof.

15. Lessee shall pay for damages caused by operations, removal of growing crops and/or any improvements on said land.

16. In case of failure of lessee to keep and perform all covenants herein contained, Lessor may give thirty days' written notice of the non-compliance of said covenants or default as mentioned above, within which period the same may be cured, or may terminate, at the option of Lessor, this lease, at any time.

17. If the lessee may at any time, upon payment of all damages due and owing, and upon giving notice in writing, and delivery of the same to the lessor, release and quitclaim to Lessor, shall be released from all obligations, thereby making this lease as of this date, null and void.

18. The cancellation of this lease shall be done in writing and witnessed by Lessor or his/her successor, successor-in-interest, legal representative and attorney of the party signing.

In witness whereof, the parties hereto have duly executed and delivered the day and year first above written.

Robert M. Miller

Robert M. Miller

RECEIVED
MAY 10 1970

RECORDED
MAY 10 1970

LAW OFFICES

PENNY & COLESON, INC.

By *Robert M. Miller*, Esq., Attorney at Law,

Lessee

46

STATE OF Missouri }
COUNTY OF Jasper } ss

On this 22 day of August, 1964, before
me personally appeared Albert F. Mills and
Retha M. Mills to me known to
be the persons described in and who executed the foregoing instru-
ment, and acknowledged that they executed the same as their free
act and deed.

In testimony whereof, I have hereunto set my hand and affixed
my notarial seal the day and year last above written.

Haskell O. Trusty
Notary Public

My Commission Expires June 21, 1968.

NOTARY PUBLIC

STATE OF MISSOURI

COUNTY OF JASPER

NOTARY PUBLIC

NOTARY PUBLIC</p

REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 15/12/1964, day of December, 1964, by and between MARION F. THRASHIER and THEA M. THRASHER, his wife, hereinafter called the Sellers, and KELLOGG, COTTRELL & CO., a corporation, hereinafter called the Buyer,

WITNESSETH:

1. That the sellers, in consideration of the covenants and agreements hereinafter contained, agree to sell and convey unto the buyer, and the buyer agrees to purchase from the sellers, on the terms and conditions hereinafter set out, the following described real estate, situated in the County of Jasper, State of Missouri, to-wit:

All of the South One-half (S 1/2) of Lot Two (2) of the Northwest Quarter (NW 1/4) and the North One-half (N 1/2) of Lot Two (2) of the Southwest Quarter (SW 1/4) except ten (10) acres in the Southwest corner of the North Half (N 1/2) of Lot Two (2) of the Southwest Quarter (SW 1/4), all in Section Seven (7), Township Twenty-eight (28), Range Thirty-two (32) except right-of-way for roads,

at and for the price of Five Thousand Dollars (\$5,000.00), to be paid as follows: One Hundred Dollars (\$100.00) in cash at the time of the execution and delivery of this agreement, the receipt of which is hereby acknowledged by the sellers as earnest money and a part of the purchase price, and the balance in the amount of Four Thousand Nine Hundred Dollars (\$4,900.00) is to be paid in cash on delivery of deed.

2. The sellers shall pay all taxes, general and special, which are a lien on said property, except taxes for the current calendar year which shall be pro-rated as of the date of delivery of deed. If the amount of taxes cannot then be ascertained, the same shall be pro-rated on the amount of the general taxes for the preceding year; that is, the sellers shall pay the taxes up to the date of delivery of deed and the buyer shall pay the remainder of said taxes.

3. The sellers shall promptly have abstract of title to said property certified to date, and upon being certified it shall be delivered to the buyer for examination. The buyer shall have ten (10) days from the date of such delivery within which to cause said abstract to be examined. If such examination shall disclose that the sellers do not have good merchantable title to said property, free and clear of all liens and encumbrances, then the buyer shall furnish to the sellers a written statement of its objections to such title, and the sellers shall have, during a reasonable time thereafter as may be necessary to correct such objections, upon such corrective work being completed, said abstract of title shall be re-certified to include all corrective matters and shall then be resubmitted to the buyer for further examination, and it shall report thereon in writing to the sellers within ten (10) days from the date of such resubmission. All corrections and additions to said title shall be completed as early as may be practicable.

4. If such examination shall disclose that the sellers do not have good merchantable title and the same cannot be made so within the time hereinabove set out by the use of diligence by the sellers, then the obligation to sell and purchase shall be broken, such obligation shall be defeated as to each party hereto, the earnest money shall be returned to the buyer and abstract of title shall be returned to the sellers, and neither party shall have any right or election to hold the other party to any other, different or further claim or liability.

004274

1105 138
provided, if title shall be defective but the buyer shall be willing to accept a deed which shall exclude such defect from the operation of the warranty and covenants thereof, then the sale and purchase shall proceed as though title shall have been approved as a good merchantable title, and the general warranty deed to be executed by sellers shall contain proper exceptions as to such defect.

5. If such title be a good merchantable title and the buyer shall fail to pay the balance of the purchase price as hereinabove set out within the time herein specified, then the sellers shall retain such earnest money as liquidated damages for the breach hereof by the buyer and the abstract of title shall be returned to the sellers, and neither party shall have any right or election to hold the other party to any other, different or further claim or liability.

6. If title be approved or accepted with defect and the buyer shall tender payment as herein specified and shall offer to adjust taxes as herein provided and the sellers shall fail or refuse to complete such sale, the buyer may elect to sue for specific performance or may declare the sale and purchase hereunder terminated, and in the latter event the earnest money shall be returned to the buyer and the abstract shall be returned to the sellers, and neither party shall have any right or election to hold the other party to any other, different or further claim or liability.

7. Upon payment of the balance of the purchase price, sellers agree to execute, acknowledge and deliver a general warranty deed conveying said premises to the buyer, free and clear of all liens and encumbrances of every kind and character, except as herein provided.

8. Time is of the essence hereof and no extensions or modifications hereof shall be made unless in writing signed by the parties hereto.

9. It is understood and agreed that sellers reserve, for a period of ten (10) years from date, all boulders and chats presently located on said premises, together with the right, for and during said ten (10) year period, to sell and remove the same, and agree, if the sale of said premises as herein contemplated shall be consummated, to pay to the buyer a royalty of ten per cent (10%) of the gross proceeds received from such sales. Said royalty payments shall be made to buyer on or before the 10th day of each month for the boulders and chats sold during the preceding calendar month. All boulders and chats remaining on said premises at the expiration of said ten (10) year period shall be the property of the buyer and sellers shall have no right, title or interest therein or with respect thereto.

-3-

EXECUTED by the parties hereto the day and year first above written.

John D. Andrews

Sellers

FENIX & MCINNIS, INC.

By John D. Andrews

Buyer

State of Missouri } ss.
County of Jasper }

FILED FOR RECORD 57
JAN 1 1968
SACRAMENTO

Virginia D. Andrews
notary

THIS INDENTURE, made this 15th day of SEPTEMBER
by and between ANNA C. REYNOLDS and FENIX & SCISSON, INC.

hereinafter (whether one or more) referred to as Lessor, and FENIX & SCISSON, INC., a corporation, hereinafter referred to as Lessee.

W I T N E S S E T H:

1. That in consideration of the covenants and agreements herein after set out, to be kept and performed by Lessee, Lessor does hereby lease unto Lessee, for prospecting and mining for lead and zinc ores, ten years from the date hereof, the following described land (for all purposes hereof considered as one parcel) situated in Jasper County, of Missouri.

Underground mineral rights in the following described lands,
to-wit:

W 1/2 of the NE 1/4; and a strip 25 feet wide off the East side of the NE 1/4 of the NW 1/4; and a tract in the SW corner of the NE 1/4 of the NE 1/4, commencing at the SW corner thereof; thence East 440 feet, thence North 440 feet, thence East 40 feet, thence North 220 feet, thence West 480 feet, thence South 660 feet to place of beginning, all of the above described land being in Section 34, Township 28, Range 32, and containing .86 acres, more or less.

of Section 34, Township 28, Range 32
and containing .86 acres, more or less.

2. The Lessor hereby gives and grants unto Lessee, for said the exclusive right and license to prospect and mine said land for lead and zinc ores, together with the right and license to prepare for use said premises and remove and sell all lead and zinc concentrates produced from said ores, with the right to construct buildings or other structures and to make excavations, openings, stockpiles, dumps, ditches, draft tracks, and other improvements upon said premises, including the use of water in said operations, and to place such machinery thereon as may be deemed necessary for efficiently prospecting and mining said land and the ores mined therefrom, with the right in Lessee to remove all structures placed thereon at any time during the term hereof or within one year of the termination of this lease.

3. In consideration whereof, Lessee agrees to pay unto Lessor
First National Bank _____ Bank, at Joplin, Mo.

State of _____, or such other depository as Lessor shall designate in writing from time to time, a royalty on all lead and zinc concentrates produced and sold from said lands as follows:

(a) For concentrates produced and sold prior to July 1, 1966, a royalty of three per cent (3%) of the gross proceeds received therefor, f.o.b. ore bin at mill;

(b) After July 1, 1966, and during the remainder of the life of this lease, and any extension hereof, the royalty shall be:

1. When the price of slab zinc at East St. Louis is 12 1/2 cents per pound or less, the royalty shall be three per cent (3%) of the gross proceeds received for the lead and zinc concentrates, f.o.b. ore bin at mill;

2. When the price of slab zinc at East St. Louis is more than 12 1/2 cents per pound, but not in excess of 15 cents per pound, the royalty shall be five per cent (5%) of the gross proceeds received for the lead and zinc concentrates, f.o.b. ore bin at mill;

3. For each 1¢ increase, or fraction thereof, in the price of slab zinc at East St. Louis above 15 cents per pound, the royalty will be increased 1% for each 1¢ increase in said price of slab zinc, fractions in proportion.

Said royalty shall be based on the average price of prime western zinc, East St. Louis basis, as quoted by the Engineering and Mining Journal for the calendar month in which the zinc and/or lead concentrates are sold. Said royalty shall be paid on or before the 10th day of each month for all concentrates produced and sold during the preceding month. In the protection of the Lessor and to the end that there may be no disparity to the market price of concentrates so sold, it is expressly agreed that Lessor is not satisfied with the market price used in making royalty payments, Lessor shall have and hereby agrees to take said percentage of concentrates, or concentrates of like quality, in lieu of said royalty in the bins where stored and further agrees to give written notice at once in the event Lessor is not satisfied as aforesaid.

"Lead and Zinc Concentrates" is hereby defined to mean the saleable and/or lead minerals as recovered at the mill or concentrating plant as treated, including, in addition to lead or zinc, any and all other metals or elements contained in such concentrates, whether or not such metals or elements, by presently known or by future discovered methods of recovery are valuable.

For the purpose of royalty payments the sale price shall include the money received from any governmental agency, up to but not exceeding the amount of premium money on which royalty may be paid under law or valuation issued by any governmental agency having jurisdiction thereof.

4. Lessor agrees to pay Lessor's proportionate part of any taxes imposed or levied by the State of Missouri, or any subdivision thereof, or federal government, against the ores and concentrates produced and sold from the lands covered hereby.

5. Lessee will keep accurate books showing quantities and kinds of concentrates produced and sold from said lands, when and to whom sold, and the money received therefor, and such books of account shall be open to inspection by Lessor or his agent at all reasonable hours.

6. All mining operations shall be carried on in a miner-like and man-like manner and may be conducted by shaft and underground tunnels or excavating in the manner known as strip or open-pit mining, and in event of any strip or open-pit mining, Lessee shall not be liable for damage done to the surface of that part of said land owned in fee by Lessee in the conduct of such mining.

7. The ores mined from the lands covered hereby may be cleaned and prepared for market on this or other lands within or without the local area in which the lands covered hereby are located, as may be deemed desirable, as an independent operation, or in a mill in which other ores are treated, commonly referred to as a central concentrating plant, and such plant or plants may be located on these lands, with the right to bring ores from other lands therein. If said central concentrating plant be equipped with automatic weighing and sampling devices, then such ores shall be weighed, assayed, treated, handled and concentrates determined and accounted for in the manner which is now or may hereafter be established as standard method and practice therat. If said central plant not be equipped with automatic weighing and sampling devices, then

1. This shall govern all proceedings before the Board, and may be interpreted by the Board in accordance with such provisions as it may make.

It is also stipulated that the company go to market with its products in the United States.

9. It appears and affinergards minuted from other hands are brought to this meeting for the purpose, the following business shall be the property of Lesser.

8. If ores and minerals mined from the lands covered by the
order lands, losses shall in addition to theroyalty addi-
tional amount paid on other lands, less the weight of the
ore or the ore so melted, less the weight of the
ore produced, and the full compensation due for
the ore produced, and shall be accompanied by a statement showing
the grade, moisture content, weight of concentrates and non-
concentrates and shall be made at the same time as the
payment of the royalty. Such payments shall be made at the same
time as the sale of the minerals covered by the order.

as minded from the Lands covered hereby shall note be committed to any other hands before or during my lifetime, nor shall any concentration of land be committed with the concetrates excepted that it may be committed with the concetrates received by me during my lifetime, nor shall any concetrates be sold and delivered to any other hands, and said concetrates shall be sold and delivered to any other concetrates shall be so equipped as to make the best use of same that be treated shall be so equipped as to make the best use of same.

Lesson

FENIX & SCISSON, INC.

LESSOR

In witness whereof, the parties hereto have duly executed this
same the day and year first above written.

70. The customs and conditions of this place shall be deemed upon
71. those parts of the heretofore

99. This measure may be any time, upon payment of all royalities then accrued, with like effect as if this lease had not been made.

18. In case of failure of lessor to keep and perform the terms of lease, lessor may give thirty days' written notice of the violation and if such violation or default is not removed within said time, lessor shall thereupon terminate, at the option of the lessor or this lease shall be exclusive.

17. Lessee shall pay for damages caused by operations hereunder to
any crops and/or any improvements on said land.

16. Lessor hereby warrants and agrees to defend the title to the lessor in described, and agrees that the lessor shall have the right, at any time, to redeem for lessor by payment, any mortgagess, taxes or other debts on the above described lands, in event of default of payment by lessor.

15. After the expiration of the term hereinafter fixed, this lease
shall continue in force and effect for an additional period of ten (10)
years on the terms herein set out, and after the expiration of said additional
period this lease shall continue in effect so long thereafter as ore
is produced from said premises by lessee, or lessor shall continue
to receive or maintain operations on said land or any part thereof.

14. Lessee shall furnish lessor a true copy of the log of each drill and workings on said land.

Said bank, or such other bank as Lessee may in writing hereafter designate and its successors, by power irrevocable, is hereby made the agent lessor to accept all rentals and royalties herein provided for, and the said shall continue as a depositary of such royalties or rentals during the life of this lease regardless of changes of ownership of said land or said minerals or royalties.

STATE OF *Missouri* }
COUNTY OF *Jasper* } ss

On this 24th day of July, 1964, before
me personally appeared Elmer & Lillian and
to me known to
be the persons described in and who executed the foregoing instru-
ment, and acknowledged that ^{she} ~~they~~ ^{his/her} executed the same as ~~their~~ free
act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my notarial seal the day and year last above written.

Reuben Slaege
Notary Public

My term expires Sept 7, 1968

STATE OF *Missouri* }
COUNTY OF *Jasper* } ss

On this 24th day of July, 1964, before
me personally appeared Elmer & Lillian and
to me known to
be the persons described in and who executed the foregoing instru-
ment, and acknowledged that ^{he} ~~they~~ ^{his} executed the same as ~~their~~ free
act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my notarial seal the day and year last above written.

Reuben Slaege
Notary Public

My term expires

My commission expires
Sept. 7, 1967

State of Missouri
County of Jasper

Aug 3, 1964

Reuben Slaege
Notary Public

MINING LEASE

THIS INDENTURE, made this 15th day of SEPTEMBER, 1964,
by and between L. R. Reynolds, Agent, and Fenix & Scisson, Inc.

hereinafter (whether one or more) referred to as Lessor, and FENIX &
SCISSION, INC., a corporation, hereinafter referred to as Lessee.

W I T N E S S E T H:

1. That in consideration of the covenants and agreements herein-after set out, to be kept and performed by Lessee, Lessor does hereby lease unto Lessee, for prospecting and mining for lead and zinc ores, for ten years from the date hereof, the following described land (for the purposes hereof considered as one parcel) situated in Jasper County, State of Missouri,

51.75 Acres in the Southeast Quarter of Northwest Quarter and the Northeast Quarter of the Southwest Quarter, except that part plotted and laid off in city lots and subject to railroad right-of-way over and across said land, in Section 17, Township 28, Range 32, Jasper County, Missouri, also except beginning at a point where the North line of Lewis St. intersects the West line of Allen St. in original Town of Carterville, thence North 125 feet, thence West 125 feet, thence South 125 feet, thence East 125 feet to beginning.
being part of the NE 1/4 of the SW of said Section 17.

27.93 acres in the Northwest Quarter of the Southeast Quarter, except 12 acres off the North side thereof and also except a tract of ground 100 x 100 feet immediately South of Lot 103 in South Carterville Mining and Smelting Company's Addition to Carterville, in Section 17, Township 28, Range 32, Jasper County, Missouri.

33.75 acres in the Southeast Quarter of the Southeast Quarter except one (1) acre in the Northwest Corner thereof, in Section 17, Township 28, Range 32, Jasper County, Missouri.

40 acres in the Northeast Quarter of the Northeast Quarter of Section 20, Township 28, Range 32, Jasper County, Missouri.

Descript. / in Carbon

Book 1029

pg 475

004276

of Section 17 & 20, Township 28, Range 32,
and containing 158.48 acres, more or less.

2. The Lessor hereby gives and grants unto Lessee, for said term, the exclusive right and license to prospect and mine said land for lead and zinc ores, together with the right and license to prepare for market said premises and remove and sell all lead and zinc concentrates produced from said ores, with the right to construct buildings or other structures and to make excavations, openings, stockpiles, dumps, ditches, drains, tracks, and other improvements upon said premises, including the use of water in said operations, and to place such machinery thereon as Lessor may deem necessary for efficiently prospecting and mining said land and to remove the ores mined therefrom, with the right in Lessee to remove all property placed thereon at any time during the term hereof or within one year after the termination of this lease.

3. In consideration whereof, Lessee agrees to pay unto Lessor

Webb City Bank Bank, at Webb City,

State of _____, or such other depository as Lessor may designate in writing from time to time, a royalty on all lead and zinc concentrates produced and sold from said lands as follows:

(a) For concentrates produced and sold prior to July 1, 1966, a royalty of three per cent (3%) of the gross proceeds received therefor, f.o.b. ore bin at mill;

(b) After July 1, 1966, and during the remainder of the life of this lease, and any extension hereof, the royalty shall be:

1. When the price of slab zinc at East St. Louis is 12 1/2 cents per pound or less, the royalty shall be three per cent (3%) of the gross proceeds received for the lead and zinc concentrates, f.o.b. ore bin at mill;

2. When the price of slab zinc at East St. Louis is more than 12 1/2 cents per pound, but not in excess of 15 cents per pound, the royalty shall be five per cent (5%) of the gross proceeds received for the lead and zinc concentrates, f.o.b. ore bin at mill;

3. For each 1¢ increase, or fraction thereof, in the price of slab zinc at East St. Louis above 15 cents per pound, the royalty will be increased 1% for each 1¢ increase in said price of slab zinc, fractions in proportion.

/029

476

Said royalty shall be based on the average price of prime western slab zinc, West St. Louis basis, as quoted by the Engineering and Mining Journal for the calendar month in which the zinc and/or lead concentrate are sold. Said royalty shall be paid on or before the 10th day of each month for all concentrates produced and sold during the preceding month to the protection of the lessor and to the end that there may be no delay in the market price of concentrates so sold, it is agreed that for the protection of the lessor and to the end that there may be no delay in the market price of concentrates so sold, it is agreed that the lessor is not satisfied with the market price used in making royalty payments, lessor shall have and hereby agrees to take said percentage of said elements, or concentrates of like quality, in lieu of said royalty if lessor is not satisfied with the market price used in making royalty payments, lessor shall agree to store and further agrees to give written notice at once to the lessor in the event lessor is not satisfied as aforesaid.

For the purpose of royalty payments the sale price shall include premium money received from any governmental agency, up to but not exceeding the amount of premium money on which royalty may be paid under law or regulation issued by any governmental agency having jurisdiction thereon.

5". Leaseee will keep accurate books showing quantities and kind of merchandise produced and sold from said lands, when and to whom sold, the money received therefor, and such books of account shall be open to inspection or lessor or his agent at all reasonable hours.

6. All mining operations shall be carried on in a mine-like manner and may be conducted by shaft and underground tunnels or by excavating in the manner known as strip or open-pit mining; and the events of any strip or open-pit mining, lesser shall not be liable to damages done to the surface of that part of said land owned by the owner of the property.

7. The ores mined from the Lands covered hereby may be cleaned prepared for market on this or other lands within or without the Localities in which the lands covered hereby are located, as may be deemed necessary, as an independent operation, or in a mill in which other ore is treated, commonly referred to as a central concentrating plant, but such plants may be located on these lands, with the right to treat ores from other lands therein. If said central concentrating plant shall be equipped with automatic wetting and sampling devices, then such plants may be located on other lands, with the right to treat such plants or plants within the same, as may be deemed necessary, by lessening the amount of water used, as standard method and practice thereat. If said central concentrating plant shall be equipped with automatic wetting and sampling devices, then such plants may be located on other lands, with the right to treat such plants or plants within the same, as may be deemed necessary, by lessening the amount of water used, as standard method and practice thereat. If said central concentrating plant shall be equipped with automatic wetting and sampling devices, then such plants may be located on other lands, with the right to treat such plants or plants within the same, as may be deemed necessary, by lessening the amount of water used, as standard method and practice thereat.

ores mined from the lands covered hereby shall not be commingled with ores from other lands before or during milling, nor shall any concentrates recovered therefrom be commingled with the concentrates recovered from ores from other lands, and said concentrates shall be sold and accounted for separately from any other concentrates. The mill or mills in which said ores shall be treated shall be so equipped as to make the best extraction obtainable, at least up to the standard of a modern mill.

8. If ores and minerals mined from the lands covered hereby are milled on other lands, Lessee shall, in addition to the royalty above provided for, pay to Lessor the sum of two cents (2¢) per ton of the dry weight of the crude ores so milled, less the weight of the concentrates recovered therefrom, and the same shall be in full compensation to Lessor for the tailings, chats and other refuse material resulting from the milling of such ores and such tailings, chats and other refuse material shall be the property of Lessee. Such payments shall be made at the same time royalty payments are made and shall be accompanied by a statement showing wet weight of the crude ores, moisture content, weight of concentrates and net dry weight.

9. If ores and minerals mined from other lands are brought on to the lands covered hereby for milling purposes, the tailings resulting from such milling operations shall be the property of Lessee.

10. Lessee shall have the right to use underground tunnels or drifts for haulage ways of ores from other lands through, across and upon the lands covered hereby, and to remove ores and minerals mined on the lands covered hereby through a shaft or shafts on other lands and to hoist ores and minerals mined on other lands through a shaft or shafts on this land, provided the ores and minerals mined on the lands covered hereby shall not be commingled with other ores and minerals except as herein provided. After the termination of this lease the rights granted in this paragraph shall continue in effect so long as Lessee shall elect to continue the same, provided, Lessee shall pay to Lessor the sum of \$ ~~6.00~~ per Acre per year, in advance, for the continuance of such rights.

11. Lessor shall at all times have the right to enter into any workings upon said lands for the purpose of inspection and examination, not unnecessarily interfering with the prospecting and mining operations of Lessee.

12. Lessee shall commence prospecting or mining upon said lands within one (1) year from the date hereof. Such prospecting or mining shall be carried on continuously and shall not be suspended at any time for longer than six months, except on account of unavoidable accidents, such as fire, or flood and beyond the control of Lessee, and except that when the sale value of the concentrates produced from said premises is such that mining thereof can not be profitably carried on by Lessee, operations may be suspended, without payment for such suspension right, until prices improve so that mining can be profitably conducted; provided, suspension of operations for said last mentioned cause shall not continue longer than one (1) year without the written consent of Lessor.

13. If prospecting or mining operations should not be commenced on said land within the time hereinbefore provided and Lessee shall pay or tender to Lessor the sum of fifty cents (50¢) per acre in the manner hereinafter provided, such payment or tender shall operate as a rental for one (1) year from and after the period of time last above stated, and the same shall also give the right and privilege in the Lessee to defer the commencement of said prospecting or mining operations for and during said one (1) year period, in like manner and upon like payments or tenders, the commencement of prospecting or mining operations may be further deferred, or suspended after having been commenced, for like periods, successively during the life of this lease. All rentals due hereunder may be paid by Lessee's check mailed, postage prepaid, to the bank hereinbefore mentioned, or its successors, for Lessor's credit, or or before the date any such rentals shall become payable.

Lesson

• TENUX & SCISSON, INC.

Lector

~~By February 20th, 1878~~

IN WITNESS WHEREOF, the parties hereto have duly executed this indenture the day and year first above written.

20. The terms and conditions of this lease shall be binding upon and assigns of the parties hereto.

19. The lessor may at any time, upon payment of all royalties then accrued, surrender and terminate this lease by executing and delivering to lessor a release hereof and thereupon lessee shall be relieved from all obligations hereunder, with like effect as if this lease had not been made.

18. In case of failure of lessor to keep and perform the terms of this lease, lessor may give thirty days' written notice of the violation of this lease, lessor may sue for damages, and if such violation or default is not removed within said period of time, lessor shall thereupon terminate, at the option of the lessor which remedy shall be exclusive.

17. Lessee shall pay for damages caused by operations hereunder to growing crops and/or any improvements on said land.

16. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right, at any time, to redeem for Lessor by payment, any mortgages, taxes or other liens on the above described lands, in event of default of payment by Lessor and be subrogated to the rights of the holder thereof.

14. Lessor shall furnish Lessor a true copy of the Log of each drill
hole put down on said land by Lessor, showing any assays made of cuttings
therefrom, and shall, upon request of Lessor, furnish a print of any under-
ground workings on said land.

Said bank, or such other bank as lessor may in writing hereafter designate and its successors, by power irrevocable, is hereby made the agent of lessor to accept all rentals and royalities hereinafter provided for, and the same shall continue as a depositary of such royalities or rents as during the life of this lease regardless of changes of ownership of said land or said rentals or royalties.

-5-

STATE OF Missouri }
COUNTY OF Jasper } 23

On this 3rd day of July, 1964, before
me personally appeared Robert D. Ferguson and
to me known to
be the persons described in and who executed the foregoing instru-
ment, and acknowledged that they executed the same as their free
act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my notarial seal the day and year last above written.

Golden Deacon
Notary Public

My term expires Sept 7, 1968

STATE OF *Michigan* }
COUNTY OF *Lapeer* }

On this 31st day of July, 1964, before
me personally appeared Leonard D. Parker and

to me known to
be the persons described in and who executed the foregoing instru-
ment, and acknowledged that they executed the same as their free
act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my notarial seal the day and year last above written.

Blanche McIntire
Blanche McIntire
Notary Public

My term expires

**My commission expires
Sept. 9, 1967**

State of Missouri }
County of Jasper }

FILED FOR RECORD /
AT 3 SEP 15 1964 MINUTES /
15

Virginia D. Andrews
RECORDER

The present document contains the convention and annexes of the Agreement, as confirmed by the two High Contracting Parties, and contains the final and binding text of the Convention.

(c) For concentrated product and mold agar as follows:

(b) After July 1, 1966, and during the remainder of the period covered by this amendment, the amount of the premium paid by the employer for each employee shall be reduced by one-half.

the development of the new and any evaluation thereof, the
Government shall be:

004277

1. When the price of slab zinc at East St. Louis is 12 1/2 cents per pound or less, the royalty shall be three per cent (3%) of the gross proceeds received for the lead and zinc concentrates, f.o.b. ore bin at mill;

- 2 -

2. When the price of slab zinc at East St. Louis is more than 12 1/2 cents per pound but not in excess of 15 cents per pound, the royalty shall be five per cent (5%) of the gross proceeds received for the lead and zinc concentrates, f.o.b. ore bin at mill;

3. Should there be an increase, or fractional decrease, in the price of slab zinc at East St. Louis, and if 15 cents per pound, the royalty will be increased by four per cent of the increase in said price of slab zinc, etc., in the proportion:

Said royalty shall be based on the average price of prime western zinc, and East St. Louis zinc, as quoted by the Loring-Wing and Company, Inc., for the calendar month in which the zinc and/or lead concentrates are sold. Said royalty shall be paid on or before the 10th day of each month for all concentrates produced and sold during the preceding month from the production of the tailings and to the end that there may be no dispute as to the market price of concentrates so sold, it is expressly agreed that the lessor is not satisfied with the market price used in making royalty calculations, lessor shall be, and hereby agrees to take "said concentrate" of said concentrates, or concentrates of like quality, in lieu of said royalty in the zinc, where lessor finds further agrees to give written notice at once to the lessor before he is not satisfied as aforesaid.

"Said lead and zinc concentrates" is hereby defined to mean the saleable zinc and/or lead minerals as recovered at the mill or concentrating plant where treated, including, in addition to lead or zinc, any and all other metals or elements contained in such concentrates, whether or not such metal or element is at present known or by future discovered methods of recovery, are valuable.

For the purpose of royalty payments the sale price shall include any premium money received from any governmental agency, up to but not exceeding the amount of premium money on which royalty may be paid under law or value regulation issued by any governmental agency having jurisdiction thereto.

4. Lessor agrees to pay Lessee's proportionate part of any taxes and/or fees levied by the State of Missouri, or any subdivision thereof, or by the Federal Government, against the ore and concentrates produced and recovered on the lands covered hereby.

5. Lessee will keep accurate books showing quantities and kind of concentrates produced and sold from said lands, when and to whom sold, and to whom delivered therefrom, and such books of account shall be open to inspection by lessor or his agent at all reasonable hours.

6. Mining operations shall be carried on in a mine-like and continuous manner and may be conducted by shaft and underground tunnels or by excavation in the manner known as strip or open pit mining, and in either case, except in open pit mining, lessor shall not be liable for damage to the surface of the land or to the property of the lessor or to the property of other lands therein. If said central concentrating plant is located on lands other than the lands covered hereby, then such plant shall be weighed, assayed, treated, handled and concentrates determined and compensated for in the manner which is now or may hereafter be established by standard method and practice thereat. If said central plant is located on lands other than the lands covered hereby, then the lessor

7. The ore mined from the lands covered hereby may be cleaned and sent to market on rail or other lands within or without the local area as the same in the lands covered hereby are located, as may be deemed desirable by lessor, all in independent operation, or in a mill in which other ores are also treated, commonly referred to as a central concentrating plant, and that such plants or plants may be located on these lands, with the right to clean and treat other lands therein. If said central concentrating plant is located on lands other than the lands covered hereby, then such plant shall be weighed, assayed, treated, handled and concentrates determined and compensated for in the manner which is now or may hereafter be established by standard method and practice thereat. If said central plant is located on lands other than the lands covered hereby, then the lessor

14. Lessor or such other bank as Lessor may in writing thereafter designate and his successors by power revocable in hereby make the agent of Lessor to accept all rentals and royalties herein provided for, and the same shall continue as a depository of such royalties or rentals during the term of this lease legal heirs of changes of ownership of said land or said minerals or royalties.

15. Lessee shall furnish Lessor a true copy of the log of each drill or strip log or card of the Lessee showing any assay made or cuttings taken from the shall upon request of Lessor, furnish a print of any underground workings on said land.

16. After the expiration of the term hereinafter fixed this lease shall continue for a period of ten (10) years on the same terms, and after the expiration of said additional year (10), said lease shall become an option to renew, thereafter as often and for so long from time to time by written agreement continue in existence as long as there are minerals on said land or any part thereof.

17. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right, at any time, to redeem for Lessor by payment, any mortgages, taxes or other encumbrances on the above described lands, in event of default of payment by lessor it shall not affect the rights of the holder thereof.

18. Lessee shall pay for damages caused by operations hereunder to existing crops or any improvements on said land.

In case of failure of Lessee to keep and perform the terms of this lease, Lessor may give thirty days written notice of the violation or non-compliance of said lease, and if default is not corrected within said time, Lessor may sue for damages performed at the option of the Lessor, or terminate the lease.

In case of non-payment of rent, upon payment of three fifteen thousand dollars and one cent due Lessor by execution and sale of any interest in the leasehold and mineral upon Lessee shall be released from all obligations hereunder, notwithstanding effect as if this lease had not been made.

20. The term and conditions of this lease shall be binding upon Lessor and his heirs, successors, legal representatives and assigns.

In witness whereof, the parties hereto have duly executed this lease on the day and year first above written.

HOME LAND AND LOAN COMPANY
(By: *Frank G. Seely*)

Lessor

LEWIS C. COLEMAN, INC.

(By: *John E. Cole*)

Lessee

STATE OF MISSOURI }
COUNTY OF JASPER } ss

On this 22nd day of September, 1964, before
me personally appeared Harry Eastley and W.M. Cook
and John L. Jackson and Leonard Parker to me known to
be the persons described in and who executed the foregoing instruc-
tions he is his agent and acknowledged that they executed the same as their free
act and deed.

In testimony whereof, I have hereunto set my hand and affixed
my notarial seal the 25th day and year last above written.

L. W. Speer
Notary Public

My Commission Expires January 26, 1965

STATE OF MISSOURI }
COUNTY OF JASPER } ss

On this 31st day of September, 1964, before
me personally appeared Leonard Parker

and John L. Jackson to me known to
be the persons described in and who executed the foregoing instruc-
tions he is his agent and acknowledged that they executed the same as their free
act and deed.

In testimony whereof, I have hereunto set my hand and affixed
my notarial seal the 25th day and year last above written.

L. W. Speer
Notary Public

March 17, 1968
Jasper County Clerk

State of Missouri } ss
County of Jasper }

FILED FOR RECORD
Mar 17 1968 MINUTES
4 P.M.

RECORDED
SULLIVAN

AFFIDAVIT

STATE OF MISSOURI)
)
COUNTY OF JASPER)

Bilie L. Bowman, of lawful age, being first duly sworn
upon her oath states that she and Clyde W. Bowman were husband
and wife, and that her husband, Clyde W. Bowman, died on the
10th day of SEPTEMBER 1962, at which time their marriage
was subsisting and undissolved.

Bilie L. Bowman

Subscribed and sworn to before me this 2nd day of October, 1964.

My term expires: February 29, 1968.

Notary Public
Notary Public

State of Missouri }
County of Jasper }
FILED FOR RECORD CO
Oct 2 1964 MINUTES
Virginia D. Anderson
RECORDED

~~Recd~~ 10/24

10/14/64
108-16 78

MINING LEASE

THIS INDENTURE, made this 24th day of October, 1964,

by and between Guy H. Waring and Georgia S. Waring, his wife,

hereinafter (whether one or more) referred to as Lessor, and FENIX & SCISSON, INC., a corporation, hereinafter referred to as Lessee,

W I T N E S S E T H:

1. That in consideration of the covenants and agreements herein-after set out, to be kept and performed by Lessee, Lessor does hereby lease unto Lessee, for prospecting and mining for lead and zinc ores, for ten years from the date hereof, the following described land (for the purposes hereof considered as one parcel) situated in Jasper County, State of Missouri,

- (a) The North one-half (N 1/2) or all that part of the SW 1/4 of the NE 1/4 of Section 1, Township 28, Range 33, lying North of Center Creek containing 7.00 acres;
- (b) The West one-half (W 1/2) of Lot 2, in the NE 1/4 of Section 1, Township 28, Range 33, containing 40 acres (Skin 40);
- (c) A tract of land in the NE 1/4 of Section 1, Township 28, Range 33, described as follows: Beginning at a point on the township line, 682 feet West of the Northeast Corner of the NE 1/4 of Section 1, Township 28, Range 33, thence South 200 feet; thence East 100 feet; thence South 310 feet; thence East 582 feet to a point on the Range Line; said point being 510 feet South of the Northeast corner of NE 1/4 of NE 1/4 of Section 1, Township 28, Range 33; thence South 809.80 feet to the Southeast Corner of the NE 1/4 of NE 1/4 of Section 1, Township 28, Range 33, thence West - 1311.80 feet to the Southwest Corner of NE 1/4 of NE 1/4 of said Section 1; thence North 1313.40 feet to the Northwest Corner of NE 1/4 of said Section 1; thence East 632.40 feet to the point of beginning (Rosebud 40), containing 32.74 acres more or less;
- (d) Ten (10) acres more or less described as that part of the NW 1/4 of SE 1/4 South of Center Creek, in Section 8, Township 28, Range 32, and 29.00 acres described as the S 1/2 of SE 1/4 of NW 1/4 and the E 1/2 of SW 1/4, except a tract 200 feet square in the Southwest Corner, all in Section 8, Township 28, Range 32.

and containing 189.73 acres, more or less.

2. The Lessor hereby gives and grants unto Lessee, for said term, the exclusive right and license to prospect and mine said land for lead and zinc ores, together with the right and license to prepare for market on said premises and remove and sell all lead and zinc concentrates produced from said ores, with the right to construct buildings or other structures and to make excavations, openings, stockpiles, dumps, ditches, drains, roads tracks, and other improvements upon said premises, including the use of water in said operations, and to place such machinery thereon as Lessee may deem necessary for efficiently prospecting and mining said land and treating the ores mined therefrom, with the right in Lessee to remove all property so placed thereon at any time during the term hereof or within one year after the termination of this lease.

3. In consideration whereof, Lessee agrees to pay unto Lessor at 320 Maffett Bank, at Joplin

State of Mo, or such other depository as Lessor may designate in writing from time to time, a royalty on all lead and zinc concentrates produced and sold from said lands as follows:

1. No ores shall be mined when the price of lead zinc at East St. Louis is less than 12 1/2 cents per pound without the written permission of Lessor;

shall not be equipped with automatic weighing and sampling devices, then it established as standard method and practice thereafter. If said central plan sold and accounted for in the manner which it is now or may hereafter be such ores shall be weighed, assayed, treated, handled and concentrated ores shall be equipped with automatic weighing and sampling devices, then such treated ores from other lands therein. If said central concentrating plant that such plant may be located on those lands, with the right to be treated, commonely referred to as a central concentrator, then such by lease, as an independent operation, or in a mill in which other ores are Leased within which the lands covered hereby are located, as may be deemed desirable for market on thos lands without the local area prepared for market on thos lands whereby may be cleaned and

on account of such mining.

disposing a claim to the surface of the land owned in fee by lessor the amount of any strip or open-pit mining, lessor shall not be liable for or by excavating in the manner known as strip or open-pit mining, and in workman-like manner and may be conducted by shaft and underground tunnels 6. All mining operations shall be carried on in a miner-like and

inspecion by lessor or his agent at all reasonable hours to the money received therefrom, and such books of account shall be open to concessionaire produced and sold from said lands, when and to whom sold, and concessionaire agrees to pay lessor books showing quantities and kinds of

sold from the lands covered hereby. by the federal government, against the ores and concentrates produced and any taxes or levied by the State of Missouri, or any subdivision thereof, or any taxes on the amount of premium money on which royalty may be paid under law or valuation issued by any Governmental Agency having jurisdiction thereof.

premium money received from any Governmental Agency, up to but not exceeding one-half of the amount of royalty payments, the sale price shall include all expenses, by presently known or by future discovered methods of recovering elements, or elements contained in such concentrates, whether or not such metals are valuable.

whether treated, treated, in addition to lead or zinc, any and all other zinc and/or lead minerals as recovered at the mill or concentrating plant "Lead and Zinc Concentrates" is hereby defined to mean the salable

in the event lessor is not satisfied as aforesaid. at the bins where stored and quarter agrees to five written notice at once said concentrates, or concentrates of like quantity, in lieu of said royalty settledents, lessor shall have and hereby agrees to take said percentage of lessor is not satisfied with the market price used in making royalty as to the market price of concentrates so sold, it is expressly agreed that for the protection of the lessor and to the end that there may be no dispute month for all concentrates produced and sold during the preceding month. are sold, said royalty shall be paid on or before the tenth day of each month for the calendar month in which the zinc and/or lead concentrates are recovered for the calendar month by the lessor.

slab zinc, least 5c, pounds basis, as quoted by the engineering and mining said royalty shall be based on the average price of prime western per pound, the royalty will be increased 1/4 for each 1/4 the price of slab zinc at least 5c. pounds above 15 cents

3. For each 1¢ increase, or fraction thereof, in the lead and zinc concentrates, f.o.b. ore bin at mill, be five per cent (5%) of the gross proceeds received for it is not in excess of 15 cents per pound, the royalty shall

2. When the price of slab zinc at least 5c. pounds

In like manner and upon like payments for tenders, the commencement of prospective operating expenses for the year ended June 30, 1911.

13. If prospective fitting or fitting operations should not be commenced on said land within the time hereinbefore provided and lessor shall pay or tend to lessor the sum of fifty cents (50¢) per acre in the manner hereinafter to provider such payment or tender shall operate such property for and during the period of time hereinbefore provided lessor to defer the commencing of said

12. Lessons shall commence prospecting or mining upon said lands
within one (1) year from the date hereof. Such prospecting or mining shall
be carried on continuously and shall not be suspended at any time for longer
than thirty days except on account of unavoidable accidents, strikes or other
conditions beyond the control of Lessee, and except that when the value
of the concession rates produced from said premises is such that mining thereof
cannot be profitably carried on by Lessee, operations may be suspended,
without payment for such suspension right, until prospecting improve so that min-
ing can be profitably conducted; provided, suspension of operations for said la-
mentationed cause shall not continue longer than one (1) year without the

11. **Lesser shall at all times have the right to enter into any work**
ings upon said lands for the purpose of inspection and examination, not
unnecessarily interfering with the prospecting and mining operations of less

10. Lessee shall have the right to use underground tunnels of drifts for haulage-way of ores from other lands through, across and upon the land covered hereby, and to remove ores and minerals mined on the land covered hereby, and to shaft or shafte other lands and to hotst ores and minerals thereby through a shaft or shafts on other lands and to hotst ores and minerals on other lands through a shaft or shafts on other lands and to hotst ores and minerals mined on the land covered hereby, and to remove ores and minerals mined on the land covered hereby, and to shaft or shafts on other lands and to hotst ores and minerals mined on the land covered hereby, and to use such rights for the purpose of advancing the same, provided, however, that the sum of \$5.00 per acre per year, in advance, for the cost of maintaining such rights.

9. If ores and minerals mined from other lands are brought on to the Lands covered hereby for milling purposes, the tailings resulting from such milling operations shall be the property of lessor.

8. If ores and minerals mined from the Islands covered hereby are milled on other Islands, lesser lands, in addition to the royalty above provided for, pay to lessor the sum of two cents ($2\frac{1}{2}$) per ton of the dry weight of the crude ores so milled, less the weight of the concentrates provided for the other Islands, lands covered hereby are received theretofrom, and the same shall be in full compensation to lessor for the tailings, cherts and other refuse material resulting from the treatment of such ores and such tailings, cherts and other refuse material shall be the property of lessor. Such payments shall be made at the same time royalty of the crude ores, milled or otherwise, and shall be accompanied by a statement showing wet weight of the crude ore, milled or otherwise, weight of concentrates and net dry payments are made and shall be accompanied by a statement showing wet weight of the crude ore, milled or otherwise, and shall be made at the same time royalty.

ores mined from the Islands covered hereby shall not be commingled with ores from other Islands bearing or during mining, nor shall any concentrates recovered therefrom be commingled with the concentrates recovered from ores from other Islands bearing or during mining, nor shall any concentrates recovered therefrom be commingled with the concentrates recovered from ores from other Islands, and said concentrates shall be sold and accounted for from other lands separately from any other concentrates.

FENIX & SCISSON, INC.

LESSON

Final Draft

14. Lessor shall furnish Lessor a true copy of the Log of each drill hole put down on said land by Lessor, showing any assays made of cuttings therefrom, and shall, upon request of Lessor, furnish a print of any under-

15. After the expiration of the term hereinafter fixed, this lease shall continue in effect so long thereafter as ore shall be produced from said premises by Lessor, or Lessor shall continue producing or mining operations on said land or any part thereof.

16. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessor shall have the right, at any time, to redeem for Lessor by payment, any mortgagess, taxes or other liens on the above described lands, in event of default of payment by Lessor and be subrogated to the rights of the holder thereof.

17. In case of failure of Lessor to keep and perform the terms of growing crops and/or any improvements on said land.

18. In case of failure of Lessor to pay for damage caused by operations hereunder to

19. The Lessor may at any time, upon payment of all royalties then due, surrender and terminate this lease by executing and delivering to lessor a release hereof and therupon Lessor shall be relieved from all obligations hereunder, with like effect as if this lease had not been made.

20. The terms and conditions of this lease shall be binding upon and successors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument the day and year first above written.

RECORDER
H. C. L. L.
At OCT 30 1964 AM
CLOCK
FILED FOR RECORD #3
County of Jasper }
State of Missouri }

My term expires

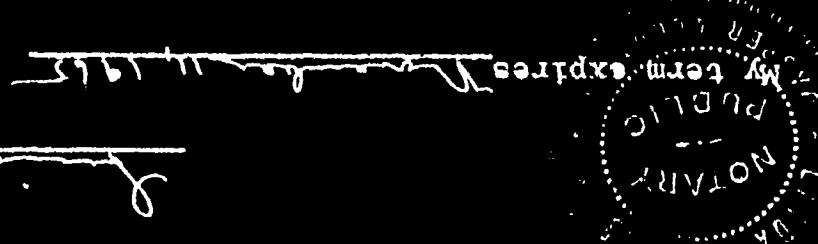
Notary Public

My notarial seal the day and year last above written.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
act and deed.

ment, and acknowledged that they executed the same as their free
the persons described in and who executed the foregoing instru-
to me known to be

personally appeared
and
On this 14 day of October, 1964, before me

COUNTY OF
} ss
STATE OF



My notarial seal the day and year last above written.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
act and deed.

ment, and acknowledged that they executed the same as their free
the persons described in and who executed the foregoing instru-
to me known to be

Georgia S. Waring, his wife,
Guy H. Waring
personally appeared
and
On this 14 day of October, 1964, before me

COUNTY OF Jasper
} ss
STATE OF Missouri

MINING LEASE

THIS INDENTURE, made this 14th day of October, 1964,
by and between Guy H. Waring and Georgia S. Waring, his wife,

hereinafter (whether one or more) referred to as Lessor, and FENIX & SCISSON, INC., a corporation, hereinafter referred to as Lessee,

W I T N E S S E T H:

1. That in consideration of the covenants and agreements herein-after set out, to be kept and performed by Lessee, Lessor does hereby lease unto Lessee, for prospecting and mining for lead and zinc ores, for ten years from the date hereof, the following described land (for the purposes hereof considered as one parcel) situated in Jasper County, State of Missouri,

Lots in City of Oronogo, Missouri

Hendrickson's Add. Lots 1, 2, Lots 14 and 16, W 1/2 of Lot 17, N. 28 Ft. of Lot 18, Lots 28 and 29.

Brewer's Add. Lots 5, 6, 8, 9, 17, 18, 20 to 23 inclusive, and Lots 25 and 26. W 1/2 of Lots 2 to 6, inclusive; E 1/2 of Lots 9 and 10.

Rankin's Add. Lots 1 and 2, S 1/2 of W 1/2 of Lot 3, and E 1/2 of Lot 3, Lot 4. Lots 40 and 41.

Hockaday's Add. Lots 1, 2 and 3, N. 25 ft. of Lot 4, Lot 11 and E. 10 ft. of Lot 12 Lot 18.

Elliott's Add. Original Oronogo Comm. at Intersection of S. Line Lot 23, Rankin's Add. with W.

Line 1st St., thence S. 50 ft., W. 100 ft., N. 50 ft., East 100' to beginning; Comm. at Intersection of S. Line Main St. with Range Line bet. Sections 31 and 36, thence E. 198 ft., S. 130

ft., W. 198 ft., N. to beginning; Comm. at SW Cor. Lot 23, Rankin's Add., thence S. 100 ft., E. 100 ft., N. 100 ft., W. to beginning; Comm. at SW Cor. Lot 1, Rankin's Add., thence S.

100 ft., E. 85 ft., N. 100 ft., W. to beginning; Comm. at NW Cor. Lot 15, original Minersville, thence E. 80 ft., S. 76 ft., W. 50 ft., S. 8 ft., W. 30 ft., N. 84 ft.

and containing 8.08 acres, more or less.

2. The Lessor hereby gives and grants unto Lessee, for said term, the exclusive right and license to prospect and mine said land for lead and zinc ores, together with the right and license to prepare for market on said premises and remove and sell all lead and zinc concentrates produced from said ores, with the right to construct buildings or other structures and to make excavations, openings, stockpiles, dumps, ditches, drains, road tracks, and other improvements upon said premises, including the use of water in said operations, and to place such machinery thereon as Lessee may deem necessary for efficiently prospecting and mining said land and treating the ores mined therefrom, with the right in Lessee to remove all property so placed thereon at any time during the term hereof or within one year after the termination of this lease.

3. In consideration whereof, Lessee agrees to pay unto Lessor at

320 Maffett

Bank, at Joplin

State of Mo, or such other depository as Lessor may designate in writing from time to time, a royalty on all lead and zinc concentrates produced and sold from said lands as follows:

1. No ores shall be mined when the price of slab zinc at East St. Louis is less than 12 1/2 cents per pound without the written permission of Lessor;

-2-

2. When the price of slab zinc at East St. Louis is not in excess of 15 cents per pound, the royalty shall be five per cent (5%) of the gross proceeds received for the lead and zinc concentrates, f.o.b. ore bin at mill;

3. For each 1¢ increase, or fraction thereof, in the price of slab zinc at East St. Louis above 15 cents per pound, the royalty will be increased 1% for each 1¢ increase in said price of slab zinc, fractions in proportion.

Said royalty shall be based on the average price of prime western slab zinc, East St. Louis basis, as quoted by the Engineering and Mining Journal for the calendar month in which the zinc and/or lead concentrates are sold. Said royalty shall be paid on or before the 10th day of each month for all concentrates produced and sold during the preceding month. For the protection of the Lessor and to the end that there may be no dispute as to the market price of concentrates so sold, it is expressly agreed that if Lessor is not satisfied with the market price used in making royalty settlements, Lessor shall have and hereby agrees to take said percentage of said concentrates, or concentrates of like quality, in lieu of said royalty at the bins where stored and further agrees to give written notice at once in the event Lessor is not satisfied as aforesaid.

"Lead and Zinc Concentrates" is hereby defined to mean the saleable zinc and/or lead minerals as recovered at the mill or concentrating plant where treated, including, in addition to lead or zinc, any and all other metals or elements contained in such concentrates, whether or not such metal or elements, by presently known or by future discovered methods of recovery are valuable.

For the purpose of royalty payments the sale price shall include a premium money received from any governmental agency, up to but not exceeding the amount of premium money on which royalty may be paid under law or valid regulation issued by any governmental agency having jurisdiction thereof.

4. Lessor agrees to pay Lessor's proportionate part of any taxes assessed or levied by the State of Missouri, or any subdivision thereof, or by the federal government, against the ores and concentrates produced and sold from the lands covered hereby.

5. Lessee will keep accurate books showing quantities and kinds of concentrates produced and sold from said lands, when and to whom sold, and the money received therefor, and such books of account shall be open to inspection by Lessor or his agent at all reasonable hours.

6. All mining operations shall be carried on in a miner-like and workman-like manner and may be conducted by shaft and underground tunnels or by excavating in the manner known as strip or open-pit mining, and in the event of any strip or open-pit mining, Lessee shall not be liable for damage done to the surface of that part of said land owned in fee by Lessor on account of such mining.

7. The ores mined from the lands covered hereby may be cleaned and prepared for market on this or other lands within or without the local area within which the lands covered hereby are located, as may be deemed desirable by Lessee, as an independent operation, or in a mill in which other ores are being treated, commonly referred to as a central concentrating plant, and that such plant or plants may be located on these lands, with the right to treat ores from other lands therein. If said central concentrating plant shall be equipped with automatic weighing and sampling devices, then such ores shall be weighed, assayed, treated, handled and concentrates determined, sold and accounted for in the manner which is now or may hereafter be established as standard method and practice thereat. If said central plant shall not be equipped with automatic weighing and sampling devices, then the

rentals shall become payable.
or its successors, for lessor's credit, on or before the date any such lessee's check mailed, postage prepaid, to the bank hereinafter named, years from the date hereof. All rentals, successively during the term of ten leasing been commenced, for like periods, successive or suspended after prospecting or mining operations may be further deferred, or terminated in like manner and upon like payment of tenders, the commencement of
prospecting or mining operations for and during said one (1) year period.

cover the right and period of time last above stated, and the same shall from and after the tender shall operate as a rental for one (1) year provided, such payment hereinabove provided and lessor hereinafter said Land within the time hereinbefore provided and lessor shall pay or tender to lessor the sum of fifty cents (50¢) per acre in the manner hereinafter said. If prospecting or mining operations should not be commenced on

written consent of lessor.
month ended cause shall not continue longer than one (1) year without the can be profitably conducted, provided, suspension of operations for said last without payment for such suspension right, until prices improve so that mining cannot be profitably carried on by lessor, operations may be suspended,
of the concentrators produced from said premises is such that value conditons beyond the control of lessor, and except that when than thirty days except on account of unavoidable accidents, strikes or other be carried on continuously and shall not be suspended at any time for longer within one (1) year from the date hereof. Such prospecting or mining shall

be necessary intervening with the prospecting and mining operations of lessor upon said lands for the purpose of examination, not

tinuance of such rights.
pay to lessor the sum of \$5.00 per acre per year, in advance, for the continuation as lessor shall elect to continue the same, provided, lessor shall of this lease the rights granted in this paragraph shall continue in effect with other ores and minerals except as herein provided. After the termination of such leases through a shaft or shafts on this land, provided the mines on other lands to remove ores and minerals minded on the lands covered hereby, and to hotast ores and minerals covered hereby, and to remove ores and minerals minded on the lands for haulage-ways of ores from other lands through, agrees and upon the lands covered hereby to enter into any work-

such milling operations shall be the property of lessor.
the lands covered hereby for milling purposes, the tailings resulting from the tailings to be removed from other lands are brought on to

wet weight.
of the crude ore, moisture content, weight of concentrates and net dry payments are made and shall be accompanied by a statement showing wet weight property of lessor. Such payments shall be made at the same time royalty for the tailings, chutes and other refuse material resulting from the recovery of such ores and such tailings, shall be the milling recovered therefrom, and the same shall be in full compensation to lessor weight of the crude ores so milled, less the weight of the concentrates provided for, pay to lessor the sum of two cents (2¢) per ton of the dry milled on other lands, less the royalty above.

If ores and minerals minded from the lands covered hereby are obtainable, at least up to the standard of a modern mill.
ores shall be treated shall be so equipped as to make the best extraction separately from any other concentrates. The mill or mills in which said from other lands, and said concentrates shall be sold and accounted for.
covered therefore from be commingled with the concentrates recovered from other lands, nor shall any concentrates from other lands be commingled with ores from other lands before or during milling, nor shall any concentrates from other lands be commingled with ores

FENIX & SCISSON, INC.

LESSOR

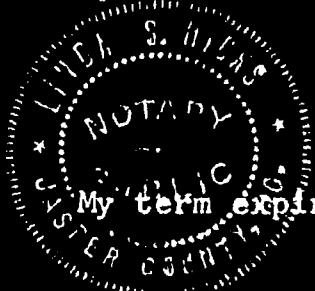
- Lessor and lessee
Agreement*
- IN WITNESS WHEREOF, the parties hereto have duly executed this instrument the day and year first above written.
20. The terms and conditions of this lease shall be binding upon and assigns of the parties hereto.
- and insure to the benefit of the heirs, successors, legal representatives and assigns to the lessor a release and the upon lessor shall be relieved from all obligations hereunder, with like effect as if this lease had not been made.
21. The surrender and terminate this lease by executing and delivering to due, surrender and terminate this lease by executing and delivering to lessor a release hereof and the upon lessor shall be relieved from all obligations hereunder, with like effect as if this lease had not been made.
19. The lessor may at any time, upon payment of all royalties then due, surrender and terminate this lease by executing and delivering to lessor a release may give thirty days' written notice of the violation of this lease, lessor may give thirty days' written notice of the violation of this lease, lessor shall be relieved from all obligations hereunder to perform the terms of which remedy shall be exclusive.
18. In case of failure of lessor to keep and perform the terms of growing crops and/or any improvements on said land.
17. Lessor shall pay for damages caused by operations hereunder to lands herein described, and agrees that the lessor shall have the right, at any time, to redeem for lessor by payment, any mortgages, taxes or other liens on the above described lands, in event of default of payment by lessor and be subrogated to the rights of the holder thereof.
16. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees to pay for damages caused by lessor, or lessor shall continue in effect so long thereafter as ore shall be produced from said premises by lessor, or lessor shall continue to pay rent or maintenance or operating expenses on said land or any part thereof.
15. After the expiration of the term hereinafore fixed, this lease shall continue in effect so long thereafter as ore shall be produced from said premises by lessor, or lessor shall furnish a true copy of the log of each drift hole put down on said land by lessor, showing any assays made of cuttings found working on said land.
14. Lessor shall furnish lessor a true copy of the log of each drift hole put down on said land by lessor, upon request of lessor, furnishing a print of any under-rentals or royalties.
- Said bank, or such other bank as lessor may in writing hereafter designate and its successors, by power irrevocable, is hereby made the agent of lessor to accept all rentals and royalties herefrom provided for, and the same shall continue as a depositary of such royalties or rentals during the life of this lease regardless of changes of ownership of said land or said drift.

-5-

STATE OF Missouri }
 COUNTY OF Jasper } ss

On this 14th day of October, 1964, before me personally appeared Guy H. Waring and Georgia S. Waring, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



STATE OF }
 COUNTY OF } ss

On this _____ day of _____, 1964, before me personally appeared _____ and _____ to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My term expires _____

State of Missouri } ss.
County of Jasper }

FILED FOR RECORD 45
AUG 9 OCT 30 1964 MINUTES
okclock AM

Virginia D. Andrews
RECODER

~~1029~~

728 10/14/64

108-18

MINING LEASE

THIS INDENTURE, made this 1st day of October, 1964,
by and between _____ Georgia S. Waring

hereinafter (whether one or more) referred to as Lessor, and FENIX &
SCLISSON, INC., a corporation, hereinafter referred to as Lessee,

W I T N E S S E T H:

1. That in consideration of the covenants and agreements herein-after set out, to be kept and performed by Lessee, Lessor does hereby lease unto Lessee, for prospecting and mining for lead and zinc ores, for ten years from the date hereof, the following described land (for the purposes hereof considered as one parcel) situated in Jasper County, State of Missouri,

Misc. Tract in Oronogo, in Section 6, Township 28, Range 32, Jasper County, Missouri, containing seventy (70) acres more or less and described as the NW 1/4 of SE 1/4, North of Center Creek, and the SW 1/4 of NE 1/4, said property being the sole and separate property of Lessor.

and containing 70 acres, more or less.

2. The Lessor hereby gives and grants unto Lessee, for said term, the exclusive right and license to prospect and mine said land for lead and zinc ores, together with the right and license to prepare for market on said premises and remove and sell all lead and zinc concentrates produced from said ores, with the right to construct buildings or other structures and to make excavations, openings, stockpiles, dumps, ditches, drains, roads tracks, and other improvements upon said premises, including the use of water in said operations, and to place such machinery thereon as Lessee may deem necessary for efficiently prospecting and mining said land and treating the ores mined therefrom, with the right in Lessee to remove all property so placed thereon at any time during the term hereof or within one year after the termination of this lease.

3. In consideration whereof, Lessee agrees to pay unto Lessor at

320 Buffett

Bank, at Jasper

State of Iowa, or such other depository as Lessor may designate in writing from time to time, a royalty on all lead and zinc concentrates produced and sold from said lands as follows:

1. No ores shall be mined when the price of slab zinc at East St. Louis is less than 12 1/2 cents per pound without the written permission of Lessor;

-2-

2. When the price of slab zinc at East St. Louis is not in excess of 15 cents per pound, the royalty shall be five per cent (5%) of the gross proceeds received for the lead and zinc concentrates, f.o.b. ore bin at mill;

3. For each 1¢ increase, or fraction thereof, in the price of slab zinc at East St. Louis above 15 cents per pound, the royalty will be increased 1½ for each 1¢ increase in said price of slab zinc, fractions in proportion.

Said royalty shall be based on the average price of prime western slab zinc, East St. Louis basis, as quoted by the Engineering and Mining Journal for the calendar month in which the zinc and/or lead concentrates are sold. Said royalty shall be paid on or before the 10th day of each month for all concentrates produced and sold during the preceding month. For the protection of the Lessor and to the end that there may be no dispute as to the market price of concentrates so sold, it is expressly agreed that if Lessor is not satisfied with the market price used in making royalty settlements, Lessor shall have and hereby agrees to take said percentage of said concentrates, or concentrates of like quality, in lieu of said royalty, at the bins where stored and further agrees to give written notice at once in the event Lessor is not satisfied as aforesaid.

"Lead and Zinc Concentrates" is hereby defined to mean the saleable zinc and/or lead minerals as recovered at the mill or concentrating plant where treated, including, in addition to lead or zinc, any and all other metals or elements contained in such concentrates, whether or not such metals or elements, by presently known or by future discovered methods of recovery, are valuable.

For the purpose of royalty payments the sale price shall include any premium money received from any governmental agency, up to but not exceeding the amount of premium money on which royalty may be paid under law or valid regulation issued by any governmental agency having jurisdiction thereof.

4. Lessor agrees to pay Lessor's proportionate part of any taxes assessed or levied by the State of Missouri, or any subdivision thereof, or by the federal government, against the ores and concentrates produced and sold from the lands covered hereby.

5. Lessee will keep accurate books showing quantities and kinds of concentrates produced and sold from said lands, when and to whom sold, and the money received therefor, and such books of account shall be open to inspection by Lessor or his agent at all reasonable hours.

6. All mining operations shall be carried on in a miner-like and workman-like manner and may be conducted by shaft and underground tunnels or by excavating in the manner known as strip or open-pit mining, and in the event of any strip or open-pit mining, Lessee shall not be liable for damages done to the surface of that part of said land owned in fee by Lessor on account of such mining.

7. The ores mined from the lands covered hereby may be cleaned and prepared for market on this or other lands within or without the local area within which the lands covered hereby are located, as may be deemed desirable by Lessee, as an independent operation, or in a mill in which other ores are being treated, commonly referred to as a central concentrating plant, and that such plant or plants may be located on these lands, with the right to treat ores from other lands therein. If said central concentrating plant shall be equipped with automatic weighing and sampling devices, then such ores shall be weighed, assayed, treated, handled and concentrates determined, sold and accounted for in the manner which is now or may hereafter be established as standard method and practice thereat. If said central plant shall not be equipped with automatic weighing and sampling devices, then the

rentals shall become payable. For lessor's credit, on or before the date any such lessor's check mailed, postage prepaid; to the bank hereinafter mentioned, years from the date hereof. All rentals due hereinunder may be paid by having been commenced, for like periods, successively during the term of ten prospecting or mining operations may be further deferred, or suspended after in like manner and upon like payments for tenders, the commencement of prospecting or mining operations for and during said one (1) year period.

Cover the right and prevail in the lease to defer the commencing of said from and after the period of time last above stated, and the same shall also provided, such payment or tender shall operate as a rental for one (1) year to lessor the sum of fifty cents (50) per acre in the manner hereinafter said land within the time hereinafore provided and lessor shall pay or tender

13. If prospecting or mining operations should not be commenced on

written consent of lessor.

mentione cause shall not continue longer than one (1) year without the can be profitably conducted; provided, suspension of operations for said last without payment for such suspension so that mining cannot be profitably carried on by lessor, operations may be suspended, of the concentrate produced from said premises is such that mining thereof conditons beyond the control of lessor, and except that when the sale value than thirty days except on account of unavoidable accidents, strikes or other be carried on continuously and shall not be suspended at any time for longer within one (1) year from the date hereof. Such prospecting or mining shall

11. Lessor shall at all times have the right to enter into any work- things upon said lands for the purpose of inspection and examination, not unnecessary intervening with the prospecting and mining operations of lessor.

10. Lessor shall have the right to use underground tunnels or drifts for haulage-ways of ores from other lands through a shaft or drifts covered hereby, and to remove ores and minerals mined on the lands mined on other lands through a shaft or drifts on this land, provided the hereby through a shaft or drifts on other lands and to hot-salt ores and minerals with other ores and minerals mined on the lands covered hereby shall not be comminuted ores and minerals mined on the lands covered hereby a shaft or drifts on this land, provided the hereby covered hereby, and to remove ores and minerals mined on the lands covered hereby, and to remove ores and minerals from other lands through a shaft or drifts on other lands through a shaft or drifts on this land, provided the

9. If ores and minerals mined from other lands are brought on to the lands covered hereby for milling purposes, the tailings resulting from such milling operations shall be the property of lessor.

8. If ores and minerals mined from the lands covered hereby are milled on other lands lessor shall, in addition to the royalty above provided for, pay to lessor the sum of two cents (2¢) per ton of the dry weight of the crude ore so milled, less the weight of the concentrates recovered therefrom, and the same shall be in full compensation to lessor for the tailings, and other materials resulting from the milling of such ores and such tailings, chutes and other refuse material shall be the property of lessor. Such payments shall be accompanied showing wet weight of the crude ore, made and shall be accompanied by a statement showing wet weight payments are made and shall be made at the same time royalty.

7. If ores and minerals mined from the lands covered hereby are obtained, at least up to the standard of a modern mill.

Ores shall be treated shall be so equipped as to make the best extraction separately from any other concentrates. The mill or mills in which said from other lands, and said standard concentrates shall be sold and accounted for covered therewith to be commingled with the concentrates resulting from other lands, nor shall any concentrates result from other lands before commingling, nor shall any concentrates remain

John F. Flanagan

FENIX & SICKSON, INC.

John F. Flanagan

14. Lessee shall furnish lessor a true copy of the Log of each drill
hole put down on said land by lessor, showing any assays made of cuttings
therefrom, and shall, upon request of lessor, furnish a print of any under-
ground workings on said land.
15. After the expiration of the term hereinbefore fixed, this lease
shall continue in effect so long thereafter as ore shall be produced from
said premises by lessor, or lessor shall continue prospecting or mining
lands herein described, and agrees that the lessor shall have the right, at
any time, to redeem for lessor by payment, any mortgages, taxes or other
liens on the above described lands, in event of default of payment by lessor,
and be subrogated to the rights of the holder thereof.
16. Lessor hereby warrants and agrees to defend the title to the
lands herein described, and agrees to defend the title to the
lands herein described to the lessor by lessor by any operations hereunder to
erecting crops and/or any improvements on said land.
17. Lessor shall pay for damages caused by operations hereunder to
period of failure of lessor to keep and perform the terms of
this lease, lessor may give thirty days' written notice of the violation said
lessor a reasonable and sufficient time to remedy same which shall be exclusive.
18. In case of failure of lessor to keep and perform the terms of
this lease, lessor may terminate the lease by removal within said
period of time, and if such violation or default is not removed within said
complaint filed, and it such violation or default is not removed within said
due, surrenders and terminates this lease by execution and delivery to
lessor a release of all royalties and condittions of this lease shall be binding upon
and inure to the benefit of the heirs, successors, legal representatives
and assigns of the parties hereto.
19. The lessor may at any time, upon payment of all royalties then
due, surrender and terminate this lease by release from all
obligations hereunder, with like effect as if this lease had not been made.
20. The terms and conditions of this lease shall be binding upon
and inure to the heirs, successors, legal representatives
and assigns of the parties hereto.
- IN WITNESS WHEREOF, the parties hereto have duly executed this
indenture the day and year first above written.

-5-

STATE OF Missouri }
 COUNTY OF Jasper) ss

On this 14th day of October, 1964, before me personally appeared Georgia S. Waring and _____ to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that ^{she} ~~they~~ ^{his/her} executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



STATE OF }
 COUNTY OF) ss

On this _____ day of _____, 1964, before me personally appeared _____ and _____ to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My term expires _____

1629

735

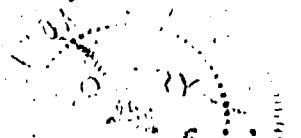
I, Guy H. Waring, husband of Georgia S. Waring, expressly
assent to the foregoing lease.

Guy H. Waring

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

On this 14th day of October, 1964, before me personally appeared Guy H. Waring, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.


Notary Public

My term expires: November 11, 1965.

State of Missouri } ss
County of Jasper }

FILED FOR RECORD
OCT 30 1964 MINUTES
A.M.

Virginia S. Andrews
RECORDER

004281

1. No ores shall be mined when the price of lead
zinc at East St. Louis is less than 12 1/2 cents per
pound without the written permission of lessor;

State of *Illinois*, at *Springfield*
designed in writing from time to time, a royalty on all lead and zinc
concentrates produced and sold from said lands as follows:

3. In consideration whereof, lessee agrees to pay unto lessor at
the termination of this lease.
so placed thereon at any time during the term hereof or within one year after
the ore is mined therefrom, with the right in lessor to remove all property
deem necessary for effectively protecting and mining said land and treating
water in said operations, and to place such machinery as lessor may
track, and other improvements upon said premises, ditches, drains, roads,
and to make excavations, openings, stockpiles, dumps, ditches, drains, roads,
from said ore, with the right to construct buildings or other structures
said premises and remove and sell all lead and zinc concentrates produced on
and zinc ores, together with the right and license to prepare for market on
the exclusive right and license to prospect and mine said land for lead
2. The lessor hereby gives and grants unto lessee, for said term,

and containing *404* acres, more or less.

Addition to Mineralville,
Lots 8, 10, 11; and the South 15 feet of Lot 12, in Hendricks,
Lots 18 to 23, inclusive, in Rankin's Addition to Mineralville and
Lots in City of Oroño, Missouri.

1. That in consideration of the covenants and agreements herein-
after set out, to be kept and performed by lessee, lessor does hereby
lease unto lessee, for prospecting and mining for lead and zinc ores, for
ten years from the date hereof, the following described land (for the
purposes hereof considered as one parcel) situated in Jasper County, State
of Missouri;

heretofore (whether one or more) referred to as lessor, and FENIX &
SCISSON, INC., a corporation, hereinafter referred to as lessee.

by and between Guy H. Waring and George S. Waring, his wife,
THIS INDENTURE, made this *14th* day of *October*, 1964.

MINING LEASE

108-17

10/14/64

734

1029

-2-

2. When the price of slab zinc at East St. Louis is not in excess of 15 cents per pound, the royalty shall be five per cent (5%) of the gross proceeds received for the lead and zinc concentrates, f.o.b. ore bin at mill;

3. For each 1¢ increase, or fraction thereof, in the price of slab zinc at East St. Louis above 15 cents per pound, the royalty will be increased 1% for each 1¢ increase in said price of slab zinc, fractions in proportion.

Said royalty shall be based on the average price of prime western slab zinc, East St. Louis basis, as quoted by the Engineering and Mining Journal for the calendar month in which the zinc and/or lead concentrates are sold. Said royalty shall be paid on or before the 10th day of each month for all concentrates produced and sold during the preceding month. For the protection of the Lessor and to the end that there may be no dispute as to the market price of concentrates so sold, it is expressly agreed that if Lessor is not satisfied with the market price used in making royalty settlements, Lessor shall have and hereby agrees to take said percentage of said concentrates, or concentrates of like quality, in lieu of said royalty, at the bins where stored and further agrees to give written notice at once in the event Lessor is not satisfied as aforesaid.

"Lead and Zinc Concentrates" is hereby defined to mean the saleable zinc and/or lead minerals as recovered at the mill or concentrating plant where treated, including, in addition to lead or zinc, any and all other metals or elements contained in such concentrates, whether or not such metals or elements, by presently known or by future discovered methods of recovery, are valuable.

For the purpose of royalty payments the sale price shall include any premium money received from any governmental agency, up to but not exceeding the amount of premium money on which royalty may be paid under law or valid regulation issued by any governmental agency having jurisdiction thereof.

4. Lessor agrees to pay Lessor's proportionate part of any taxes assessed or levied by the State of Missouri, or any subdivision thereof, or by the federal government, against the ores and concentrates produced and sold from the lands covered hereby.

5. Lessee will keep accurate books showing quantities and kinds of concentrates produced and sold from said lands, when and to whom sold, and the money received therefor, and such books of account shall be open to inspection by Lessor or his agent at all reasonable hours.

6. All mining operations shall be carried on in a miner-like and workman-like manner and may be conducted by shaft and underground tunnels or by excavating in the manner known as strip or open-pit mining, and in the event of any strip or open-pit mining, Lessee shall not be liable for damages done to the surface of that part of said land owned in fee by Lessor on account of such mining.

7. The ores mined from the lands covered hereby may be cleaned and prepared for market on this or other lands within or without the local area within which the lands covered hereby are located, as may be deemed desirable by Lessee, as an independent operation, or in a mill in which other ores are being treated, commonly referred to as a central concentrating plant, and that such plant or plants may be located on these lands, with the right to treat ores from other lands therein. If said central concentrating plant shall be equipped with automatic weighing and sampling devices, then such ores shall be weighed, assayed, treated, handled and concentrates determined, sold and accounted for in the manner which is now or may hereafter be established as standard method and practice thereat. If said central plant shall not be equipped with automatic weighing and sampling devices, then the

-3-

ores mined from the lands covered hereby shall not be commingled with ores from other lands before or during milling, nor shall any concentrates recovered therefrom be commingled with the concentrates recovered from ores from other lands, and said concentrates shall be sold and accounted for separately from any other concentrates. The mill or mills in which said ores shall be treated shall be so equipped as to make the best extraction obtainable, at least up to the standard of a modern mill.

8. If ores and minerals mined from the lands covered hereby are milled on other lands, Lessee shall, in addition to the royalty above provided for, pay to Lessor the sum of two cents (2¢) per ton of the dry weight of the crude ores so milled, less the weight of the concentrates recovered therefrom, and the same shall be in full compensation to Lessor for the tailings, chats and other refuse material resulting from the milling of such ores and such tailings, chats and other refuse material shall be the property of Lessee. Such payments shall be made at the same time royalty payments are made and shall be accompanied by a statement showing wet weight of the crude ores, moisture content, weight of concentrates and net dry weight.

9. If ores and minerals mined from other lands are brought on to the lands covered hereby for milling purposes, the tailings resulting from such milling operations shall be the property of Lessee.

10. Lessee shall have the right to use underground tunnels or drifts for haulage-ways of ores from other lands through, across and upon the lands covered hereby, and to remove ores and minerals mined on the lands covered hereby through a shaft or shafts on other lands and to hoist ores and minerals mined on other lands through a shaft or shafts on this land, provided the ores and minerals mined on the lands covered hereby shall not be commingled with other ores and minerals except as herein provided. After the termination of this lease the rights granted in this paragraph shall continue in effect so long as Lessee shall elect to continue the same, provided, Lessee shall pay to Lessor the sum of \$5.00 per acre per year, in advance, for the continuance of such rights.

11. Lessor shall at all times have the right to enter into any workings upon said lands for the purpose of inspection and examination, not unnecessarily interfering with the prospecting and mining operations of Lessee.

12. Lessee shall commence prospecting or mining upon said lands within one (1) year from the date hereof. Such prospecting or mining shall be carried on continuously and shall not be suspended at any time for longer than thirty days except on account of unavoidable accidents, strikes or other conditions beyond the control of Lessee, and except that when the sale value of the concentrates produced from said premises is such that mining thereof cannot be profitably carried on by Lessee, operations may be suspended, without payment for such suspension right, until prices improve so that mining can be profitably conducted; provided, suspension of operations for said last mentioned cause shall not continue longer than one (1) year without the written consent of Lessor.

13. If prospecting or mining operations should not be commenced on said land within the time hereinbefore provided and Lessee shall pay or tender to Lessor the sum of fifty cents (50¢) per acre in the manner hereinafter provided, such payment or tender shall operate as a rental for one (1) year from and after the period of time last above stated, and the same shall also cover the right and privilege in the Lessee to defer the commencing of said prospecting or mining operations for and during said one (1) year period. In like manner and upon like payments or tenders, the commencement of prospecting or mining operations may be further deferred, or suspended after having been commenced, for like periods, successively during the term of ten years from the date hereof. All rentals due hereunder may be paid by Lessee's check mailed, postage prepaid, to the bank hereinbefore mentioned, or its successors, for Lessor's credit, on or before the date any such rentals shall become payable.

-4-

Said bank, or such other bank as Lessor may in writing hereafter designate and its successors, by power irrevocable, is hereby made the agent of Lessor to accept all rentals and royalties herein provided for, and the same shall continue as a depository of such royalties or rentals during the life of this lease regardless of changes of ownership of said land or said rentals or royalties.

14. Lessee shall furnish Lessor a true copy of the log of each drill hole put down on said land by Lessee, showing any assays made of cuttings therefrom, and shall, upon request of Lessor, furnish a print of any underground workings on said land.

15. After the expiration of the term hereinbefore fixed, this lease shall continue in effect so long thereafter as ore shall be produced from said premises by Lessee, or Lessee shall continue prospecting or mining operations on said land or any part thereof.

16. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right, at any time, to redeem for Lessor by payment, any mortgages, taxes or other liens on the above described lands, in event of default of payment by Lessor, and be subrogated to the rights of the holder thereof.

17. Lessee shall pay for damages caused by operations hereunder to growing crops and/or any improvements on said land.

18. In case of failure of Lessee to keep and perform the terms of this lease, Lessor may give thirty days' written notice of the violation complained of, and if such violation or default is not removed within said period this lease shall thereupon terminate, at the option of the Lessor which remedy shall be exclusive.

19. The Lessee may at any time, upon payment of all royalties then due, surrender and terminate this lease by executing and delivering to Lessor a release hereof and thereupon Lessee shall be relieved from all obligations hereunder, with like effect as if this lease had not been made.

20. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this indenture the day and year first above written.

Guy A. Kassing
Georgial A. Kassing

Lessor

FENIX & SCISSION, INC.

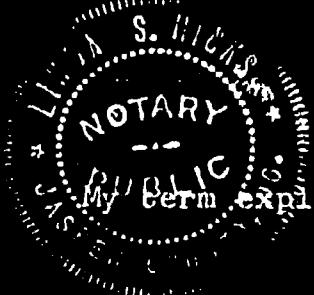
By Leonard Parker
Lessee

-5-

STATE OF Missouri }
 COUNTY OF Jasper } ss

On this 14th day of October, 1964, before me personally appeared Guy H. Waring and Georgia S. Waring, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Linda L. Waring
Notary Public

STATE OF }
 COUNTY OF } ss

On this _____ day of _____, 1964, before me personally appeared _____ and _____ to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My term expires _____

State of Missouri } ss.
County of Jasper }

FILED FOR RECORD 49
AT 9 OCT 30 1964 MINUTES
O'CLOCK A.M.

Virginia D. Andrews
RECODER

10/14/64

1105

459

100 2.0

LEASE

THIS AGREEMENT, made and entered into this 22nd day of October, 1964,
by and between GUY H. WARING and GEORGIA S. WARING, his wife, hereinafter
referred to as Lessor, as first parties, and PENNIX & NORTON, INC., a corporation,
hereinafter referred to as Lessee, as second party,

WITNESSETH:

1. That in consideration of the covenants and agreements hereinafter set out,
to be kept and performed by lessee, lessor does hereby let and lease to lessee, for
a period of ten (10) years from the date hereof, for the purpose of the installation of
pumps and pumping equipment to dewater mining land which lessee contemplates
mining, the following described parcel of land situate in the County of Jasper, State
of Missouri, to-wit:

Lots in City of Oronogo, Missouri
Lots 18 to 23, inclusive, in Rankins' Addition to
Minersville and Lots 9, 10, 11, and the South 15
feet of Lot 12, in Hendricks' Addition to Minersville.

2. Until such time as the lessee shall commence the installation of a pump
or pumps in one or more of the presently existing shafts on said premises, lessee
shall pay to lessor the sum of Five Dollars (\$5.00) per year, payable in advance,
on or before the anniversary date hereof. All rentals payable hereunder may be
paid by lessee's check mailed, postage prepaid, to such bank as lessor may from
time to time designate, in writing, for lessor's credit.

004282

096

5011 ~~000~~

7. Leverage shall at all times carry and keep in effect public liability and compensation insurance and will at all times have and hold leverage insurance and
compensation by reason of negligence to any person whatsoever.

8. Leverage shall pay for all damages to third persons caused by it or its
operations.

9. Upon the expiration of the term hereinafter fixed, this lease shall continue
in effect so long thereafter as Leverage shall maintain a pumping installation in any of
and shall then continue to make the monthly rental payments hereinafore net
10. In case of failure of Leverage to keep and perform the terms of this lease,
debtor may file ten (10) days written notice of the violation complained of, and if
such violation of defendant is not removed within said period, this lease shall therupon
terminate at the option of lessor, whether remedy shall be exclusive.

11. During the term hereof Leverage will pay all general taxes levied and assessed
upon and property and shall not permit the same to become delinquent or in default.

12. The lease may at any time, upon payment of all rents due hereunder,
be terminated and terminate this lease by executing and delivering to lessor a release
hereof, and thereupon Leverage shall be relieved hereunder with
like effect as if this lease had not been made.

13. The terms and conditions of this lease shall be binding upon and to the benefit of the parties
to this lease.

W. J. Danner
Attest
MARCH 11 1960
FILED FOR RECORD
Court of Appeals
State of Missouri

Notary Public

IN THISIMONY WHEREOF, I have hereunto set my hand and affixed my
affidavit seal, the day and year last above written.

On this 11, day of October, 1964, before me, a Notary Public in and for
the County and State aforesaid, personally appeared Guy H. Waddington Georgia S.
Waddington, his wife, to me known to be the person whose signature is and who executed the
foregoing instrument, and I verily acknowledge that they executed the same in
the presence of each other, and I declare that they did so freely and of their own
free will.

COUNTY OF JASPER)
STATE OF MISSOURI)
SS)

Leanne

MENIX & SCISSON, INC.

Leanne

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument
the day and year first above written.

(b) After July 1, 1966, and during the remainder of the life of this lease, and any extension hereof, the royalty shall be:

1. When the price of slab zinc at East St. Louis is 12 1/2 cents per pound or less, the royalty shall be three per cent (3%) of the gross proceeds received for the lead and zinc concentrates, f.o.b. ore bin at mill;

2. When the price of slab zinc at East St. Louis is more than 12 1/2 cents per pound, but not in excess of 15 cents per pound, the royalty shall be five per cent (5%) of the gross proceeds received for the lead and zinc concentrates, f.o.b. ore bin at mill;

3. For each 1¢ increase, or fraction thereof, in the price of slab zinc at East St. Louis above 15 cents per pound, the royalty will be increased 1% for each 1¢ increase in said price of slab zinc, fractions in proportion.

Said royalty shall be based on the average price of prime western slab zinc, East St. Louis basis, as quoted by the Engineering and Mining Journal for the calendar month in which the zinc and/or lead concentrates are sold. Said royalty shall be paid on or before the 10th day of each month for all concentrates produced and sold during the preceding month. For the protection of the Lessor and to the end that there may be no dispute as to the market price of concentrates so sold, it is expressly agreed that if Lessor is not satisfied with the market price used in making royalty settlements, Lessor shall have and hereby agrees to take said percentage of said concentrates, or concentrates of like quality, in lieu of said royalty at the bins where stored and further agrees to give written notice at once in the event Lessor is not satisfied as aforesaid.

"Lead and Zinc Concentrates" is hereby defined to mean the saleable zinc and/or lead minerals as recovered at the mill or concentrating plant where treated, including, in addition to lead or zinc, any and all other metals or elements contained in such concentrates, whether or not such metals or elements, by presently known or by future discovered methods of recovery are valuable.

For the purpose of royalty payments the sale price shall include any premium money received from any governmental agency, up to but not exceeding the amount of premium money on which royalty may be paid under law or valid regulation issued by any governmental agency having jurisdiction thereof.

4. Lessor agrees to pay Lessor's proportionate part of any taxes assessed or levied by the State of Missouri, or any subdivision thereof, or by the federal government, against the ores and concentrates produced and sold from the lands covered hereby.

5. Lessee will keep accurate books showing quantities and kinds of concentrates produced and sold from said lands, when and to whom sold, and the money received therefor, and such books of account shall be open to inspection by Lessor or his agent at all reasonable hours.

6. All mining operations shall be carried on in a miner-like and workman-like manner and may be conducted by shaft and underground tunnels or by excavating in the manner known as strip or open-pit mining, and in the event of any strip or open-pit mining, Lessee shall not be liable for damages done to the surface of that part of said land owned in fee by Lessor or agent of said mining.

7. The ores mined from the lands covered hereby may be cleaned and prepared for market on this or other lands within or without the local area within which the lands covered hereby are located, as may be deemed desirable by Lessee, as an independent operation, or in a mill in which other ores are being treated, commonly referred to as a central concentrating plant, and that such plant or plants may be located on these lands, with the right to treat ores from other lands therein. If said central concentrating plant shall be equipped with automatic weighing and sampling devices, then such ores shall be weighed, assayed, treated, handled and concentrates determined, sold and accounted for in the manner which is now or may hereafter be established as standard method and practice thereat. If said central plant shall not be equipped with automatic weighing and sampling devices, then the

10. It is agreed that the Company will do its best to make any such rentals available to the lessee at the same rate as may be paid by lessors for the same or similar property, and that the Company will not discriminate in favor of lessees who are not affiliated with the Company.

11. It is agreed that the Company will not discriminate in favor of lessees who are not affiliated with the Company, and that the Company will not discriminate in favor of lessees who are affiliated with the Company.

12. It is agreed that the Company will not discriminate in favor of lessees who are affiliated with the Company, and that the Company will not discriminate in favor of lessees who are not affiliated with the Company.

13. It is agreed that the Company will not discriminate in favor of lessees who are affiliated with the Company, and that the Company will not discriminate in favor of lessees who are not affiliated with the Company.

14. It is agreed that the Company will not discriminate in favor of lessees who are affiliated with the Company, and that the Company will not discriminate in favor of lessees who are not affiliated with the Company.

15. It is agreed that the Company will not discriminate in favor of lessees who are affiliated with the Company, and that the Company will not discriminate in favor of lessees who are not affiliated with the Company.

16. It is agreed that the Company will not discriminate in favor of lessees who are affiliated with the Company, and that the Company will not discriminate in favor of lessees who are not affiliated with the Company.

17. It is agreed that the Company will not discriminate in favor of lessees who are affiliated with the Company, and that the Company will not discriminate in favor of lessees who are not affiliated with the Company.

Leasee

A. E. Feltner Jr.

FENIX & COSSION, INC.

Lessee

Alexander R. McVey, Trustee

Louise Robinson, Successor-Trustee

IN WITNESS WHEREOF, the parties herein have duly executed this instrument the day and year first above written.

20. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the parties.

19. This lease may at any time, upon payment of all royalties due, surrender and terminate this lease by executing and delivering to lessor a release and recitation hereunder, with like effect as if this lease had not been made.

18. In case of failure of lessor to keep and perform the terms of this lease, lessor may file thirty days written notice of the violation and be subrogated to the rights of the holder thereof.

16. Lessee hereby warrants and agrees to defend the title to the lands herein described, and avows that the lessor shall have the right, at any time, to redeem for payment, any mortgages, taxes or other liens on the above described lands, in event of default of payment by lessor and be subrogated to the rights of the holder thereof.

15. After the expiration of the term hereinafter fixed, this lease shall continue in force and effect for an additional period of ten (10) years on the same herein set out, and after the expiration of said additional period the lessee shall continue to operate said land or any part thereof for mining or mineral operations on said land or any part thereof.

14. Lessee shall furnish lessor a true copy of the log of each drift he has put down on said land and by lessor showing any assays made of any under ground workings on said land.

13. Title of this lease regardless of changes of ownership of said land or drifts shall continue as a depositary of such royalties or rentals due from the same lessor to accept all rentals and royalties herein provided for, and the lessor and its successors, by power irrevoocable, is hereby made the agent of lessor to collect all rentals and royalties herein provided for, and the lessor shall be liable for any late fees.

324

1039

MUNIC. LAND

THIS DEED, made this 11th day of January, 1965,
by and between Margaret Ayler Nelson, a single person,

and the (lessee or lessees) referred to in the second paragraph above,
a corporation, hereinafter referred to as lessor.

TAXEESHIP

I, that in consideration of the covenants and agreements herein contained, to be kept and performed by lessee, lessor does hereby grant, convey and give unto lessee, for prospecting and mining for lead and zinc ore, all the land described below, the same being considered as one parcel, situated in Jasper County,

NE 1/4 of the NW 1/4 of Section 17, Township 28, Range 32 except
RR R/W,

17	Jasper	28	Jasper	32
		40		

40 acres more or less.

The above land, acreage and grants made to lessor, to be held in fee simple, undivided interest and undivided ownership and may be divided at any time, and lessor has the right and license to do so, and to sell, exchange, and part all lead and zinc ore which may be found thereon.

2. That the leasee may, during the term, dump, store, haul, transport, and otherwise dispose of mineral products, including tailings, sand, gravel, stone, and other materials, such materials being used in the operation of the mine, by prospecting and mining, and may remove the same from the property, and the right to do so, shall be known as the "right to remove". During the term, lessor may not interfere with the use of the leasee.

3. That lessor and lessee, herein agree, to pay to lessor, the sum of \$100.00 per month.

4. That lessor and lessee, shall bear equally all expenses of the mining operation, including the cost of labor, supplies, tools, equipment, and materials.

5. That lessor and lessee, shall bear equally the cost of the removal of the tailings, sand, gravel, stone, and other materials.

6. That lessor and lessee, shall bear equally the cost of the removal of the tailings, sand, gravel, stone, and other materials.

7. After the price of lead and zinc ore, is increased to \$14 1/2 cents per pound or more, or to the value of three percent (3%) above the price previously received for the lead and zinc ore, the same to be paid at mill;

8. After the price of lead and zinc ore, is increased to more than 12 1/2 cents per pound, or to the value of 15 cent per pound, or to the value of four per cent (4%) of the price previously received for the lead and zinc ore, the same to be paid at mill;

9. For each 1% increase, or fraction thereof, in the price of lead and zinc ore, above the \$14 1/2 cents per pound, the royalties will be increased 1% for each 1% increase in said price of said two fractions in proportion.

004284

Said royalty shall be based on the average price of prime western zinc, East St. Louis basis, as quoted by the Engineering and Mining Journal for the calendar month in which the zinc and/or lead concentrates are sold. Said royalty shall be paid on or before the 10th day of each month for all concentrates produced and sold during the preceding month. For the protection of the Lessor and to the end that there may be no dispute as to the market price of concentrates so sold, it is expressly agreed that if Lessor is not satisfied with the market price used in making royalty settlements, Lessor shall have and hereby agrees to take such percentage of said concentrates, or concentrates of like quality, in Treasury paid royalty at the time where stored and further agrees to give written notice at once in the event Lessor is not satisfied as aforesaid.

"Lead and Zinc Concentrates" is hereby defined to mean the malleable zinc and/or lead minerals as recovered at the mill or concentrating plant where treated, including, in addition to lead or zinc, any and all other metals or elements contained in such concentrates, whether or not such metals or elements, as presently known or by future discovery, are recoverable.

For the purpose of royalty payments the sales price shall include any premium money received from any governmental agency, up to but not exceeding the amount of premium money on which royalty may be paid under law, or valid regulation issued by any governmental agency having jurisdiction thereof.

4. Lessor agrees to pay Lessee's proportionate part of any taxes imposed or levied by the State of Missouri, or any subdivision thereof, or by the Federal Government, against the ores and concentrates produced and sold from the lands covered hereby.

5. Lessee will keep accurate books showing quantity and kinds of concentrates recovered and sold from said lands when and to whom sold, and the same will be audited by Lessor and such books of account shall be open to inspection by Lessor at all reasonable times.

6. All mining operations shall be carried on in a safe, like and safe manner and may be conducted by shaft and underground tunnels or by working in the manner known as strip or open pit mining, and in accordance with strip or open pit mining. Lessee shall not be liable for damage due to the surface of that part of said land owned or leased by Lessor or to any part of such mining.

7. The ore recovered from the lands covered hereby may be cleaned and washed or otherwise on this or other lands within or without the local area where the lands covered hereby are located, or may be sold or delivered to another in an independent operation, or in a mill in which other ores are concentrated commonly referred to as a central concentrating plant, and such concentrating plants may be located on these lands, with the right to locate them on other lands therein. If said central concentrating plant is equipped with automatic weighing and sampling devices, then such ore may be weighed, analyzed, treated, handled and concentrated as determined by the operator in the manner which is now or may hereafter be adopted by standard method and practice thereto. If said mineral plant is not so equipped with automatic weighing and sampling devices, then the

-3-

ore obtained from the lands covered hereby shall not be commingled with ore from other lands before or during milling, nor shall any concentrates recovered therefrom be commingled with the concentrates recovered from ore from other lands, and said concentrates shall be sold and accounted for separately from any other concentrates. The mill or mills in which said ores shall be treated shall be so equipped as to make the best extraction attainable, at least up to the standard of a modern mill.

8. If ores and minerals mined from the lands covered hereby are milled on other lands, lessee shall, in addition to the royalty above provided for, pay to Lessor the sum of two cents (2¢) per ton of the dry weight of the crude ore so milled, less the weight of the concentrates recovered therefrom, and the same shall be in full compensation to Lessor for the tailings, chats and other refuse material resulting from the milling of such ores and such tailings, chats and other refuse material shall be the property of Lessee. Such payments shall be made at the same time royalty payments are made and shall be accompanied by a statement showing wet weight of the crude ore, moisture content, weight of concentrates and net dry weight.

9. If ores and minerals mined from other lands are brought on to the lands covered hereby for milling purposes, the tailings resulting from such milling operations shall be the property of Lessee.

10. Lessee shall have the right to use underground tunnels or drifts for haulage-ways of ores from other lands through, across and upon the lands covered hereby, and to remove ores and minerals mined on the lands covered hereby through a shaft or shafts on other lands and to hoist ores and minerals mined on other lands through a shaft or shafts on this land, provided the ores and minerals mined on the lands covered hereby shall not be commingled with other ores and minerals except as herein provided. After the termination of this lease the rights granted in this paragraph shall continue in effect so long as Lessee shall elect to continue the same, provided, Lessee shall pay to Lessor the sum of \$5.00 per acre per year, in advance, for the continuance of such rights.

11. Lessor shall at all times have the right to enter into any workings upon said lands for the purpose of inspection and examination, not necessarily interfering with the prospecting and mining operations of Lessee.

12. Lessee shall commence prospecting or mining upon said lands within one (1) year from the date hereof. Such prospecting or mining shall be carried on continuously and shall not be suspended at any time for longer than thirty days except on account of unavoidable accidents, strikes or other conditions beyond the control of Lessee, and except that when the sale value of the concentrates produced from said premises is such that mining thereof cannot be profitably carried on by Lessee, operations may be suspended, without payment for such suspension right, until prices improve so that mining can be profitably conducted; provided, suspension of operations for said last mentioned cause shall not continue longer than one (1) year without the written consent of Lessor.

13. If prospecting or mining operations should not be commenced on said land within the time hereinbefore provided and Lessee shall pay or tender to Lessor the sum of fifty cents (50¢) per acre in the manner hereinafter provided, such payment or tender shall operate as a rental for one (1) year from and after the period of time last above stated, and the same shall also cover the right and privilege in the Lessee to defer the commencing of said prospecting or mining operations for and during said one (1) year period. In like manner and upon like payments or tenders, the commencement of prospecting or mining operations may be further deferred, or suspended after having been commenced, for like periods, successively during the life of this lease. All rentals due hereunder may be paid by Lessee's check mailed, postage prepaid, to the bank hereinbefore mentioned, or its successors, for Lessor's credit, on or before the date any such rentals shall become payable.

-4-

Said bank, or such other bank as Lessor may in writing hereafter designate and its successors, by power irrevocable, is hereby made the agent of Lessor to accept all rentals and royalties herein provided for, and the same shall continue as a depository of such royalties or rentals during the life of this lease regardless of changes of ownership of said land or said rentals or royalties.

14. Lessee shall furnish Lessor a true copy of the log of each drill hole put down on said land by Lessee, showing any assays made of cuttings therefrom, and shall, upon request of Lessor, furnish a print of any underground workings on said land.

15. After the expiration of the term hereinbefore fixed, this lease shall continue in force and effect for an additional period of ten (10) years on the terms herein set out, and after the expiration of said additional ten (10) years this lease shall continue in effect so long thereafter as ore shall be produced from said premises by Lessee, or Lessee shall continue prospecting or mining operations on said land or any part thereof.

16. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right, at any time, to redeem for Lessor by payment, any mortgages, taxes or other liens on the above described lands, in event of default of payment by Lessor and be subrogated to the rights of the holder thereof.

17. Lessee shall pay for damages caused by operations hereunder to growing crops and/or any improvements on said land.

18. In case of failure of Lessee to keep and perform the terms of this lease, Lessor may give thirty days' written notice of the violation complained of, and if such violation or default is not removed within said period this lease shall thereupon terminate, at the option of the Lessor which remedy shall be exclusive.

19. The Lessee may at any time, upon payment of all royalties then due, surrender and terminate this lease by executing and delivering to Lessor a release hereof and thereupon Lessee shall be relieved from all obligations hereunder, with like effect as if this lease had not been made.

20. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument the day and year first above written.

Margaret Aylor Nelson

Lessor

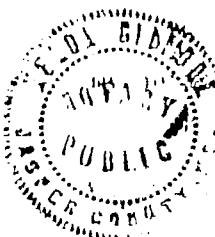
FENIX & SCISSION, INC.

By Alvin L. Schucker
Lessee

Alvin L. Schucker
Notary Public
State of Missouri

On this 11th day of January, 1965, before
me, the undersigned Margaret Aylor Nelson, a single person, xxx

I, the undersigned, do hereby declare that I am known to
the person described in and who executed the foregoing instrument.
She is known to me and acknowledged that she executed the same as free
and unassisted.



STATE OF MISSOURI, I have hereunto set my hand and affixed
my seal the day and year last above written.

J. E. Gilmore
Notary Public

My Commission as Notary Public expires Oct. 9, 1967

State of Missouri } ex.
County of Jasper }
FILED FOR RECORD //
AT 9 JAN 22 1965 MINUTES
RECORDED

Virginia D. Andrews
RECORDED

MINING LEASE

THIS INDENTURE, made this 18th day of June, 1965,
by and between Alexander H. Van Haffen and Schelle Harden
s. l. v. van
Van Haffen, his wife, residing at 3098 Washington

Street, San Francisco 18, California
hereinafter (whether one or more) referred to as Lessor, and FURIX MINING CO., INC., a corporation, hereinafter referred to as Lessee,

W I T N E S S E T H:

1. That in consideration of the covenants and agreements herein-after set out, to be kept and performed by Lessee, Lessor does hereby Lease unto Lessee, for prospecting and mining for lead and zinc ores, for ten years from the date hereof, the following described land (for the purposes hereof considered as one parcel) situated in Jasper County, State of Missouri, A tract of land in the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of section 3, Township 27, Range 32, described as commencing at a point 1,075.5 (one thousand seventy-five and one-half) feet West of the Southeast corner of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4); thence North to the North line of said forty acres; thence West 326.5 feet; thence South to the south line of said forty acres; thence East 326.5 feet to the point of beginning

of Section 3, Township 27, Range 32, and containing 9.88 acres, more or less.

2. The lessor hereby gives and grants unto Lessee, for said term, the exclusive right and license to prospect and mine said land for lead and zinc ores, together with the right and license to prepare for market on said premises and remove and sell all lead and zinc concentrates produced from said ores, with the right to construct buildings or other structures and to make excavations, openings, stockpiles, dumps, ditches, drains, roads, tracks, and other improvements upon said premises, including the use of water in said operations, and to place such machinery thereon as Lessee may deem necessary for efficiently prospecting and mining said land and treating the ores mined therefrom, with the right in Lessee to remove all property so placed thereon at any time during the term hereof or within one year after the termination of this lease.

3. In consideration whereof, Lessee agrees to pay unto Lessor at The Bank of America, Main Office, Bank, at 300 Montgomery St., San Francisco, California, or such other depository as Lessor may designate in writing from time to time, a royalty on all lead and zinc concentrates produced and sold from said lands as follows:

(a) For concentrates produced and sold prior to July 1, 1966, a royalty of three per cent (3%) of the gross proceeds received therefor, f.o.b. ore bin at mill;

(b) After July 1, 1966, and during the remainder of the life of this lease, and any extension hereof, the royalty shall be:

(i) When the price of slab zinc at East St. Louis is 12 1/2 cents per pound or less, the royalty shall be three per cent (3%) of the gross proceeds received for the lead and zinc concentrates, f.o.b. ore bin at mill;

004235

-2-

2. When the price of slab zinc at East St. Louis is more than 12 1/2 cents per pound, but not in excess of 15 cents per pound, the royalty shall be five per cent (5%) of the gross proceeds received for the lead and zinc concentrates, f.o.b. ore bin at mill;

3. For each 1¢ increase, or fraction thereof, in the price of slab zinc at East St. Louis above 15 cents per pound, the royalty will be increased 1% for each 1¢ increase in said price of slab zinc, fractions in proportion.

Said royalty shall be based on the average price of prime western slab zinc, East St. Louis basis, as quoted by the Engineering and Mining Journal for the calendar month in which the zinc and/or lead concentrates are sold. Said royalty shall be paid on or before the 10th day of each month for all concentrates produced and sold during the preceding month. For the protection of the Lessor and to the end that there may be no dispute as to the market price of concentrates so sold, it is expressly agreed that if Lessor is not satisfied with the market price used in making royalty settlements, Lessor shall have and hereby agrees to take said percentage of said concentrates, or concentrates of like quality, in lieu of said royalty, at the bins where stored and further agrees to give written notice at once in the event Lessor is not satisfied as aforesaid.

"Lead and Zinc Concentrates" is hereby defined to mean the saleable zinc and/or lead minerals as recovered at the mill or concentrating plant where treated, including, in addition to lead or zinc, any and all other metals or elements contained in such concentrates, whether or not such metals or elements, by presently known or by future discovered methods of recovery, are valuable.

For the purpose of royalty payments the sale price shall include any premium money received from any governmental agency, up to but not exceeding the amount of premium money on which royalty may be paid under law or valid regulation issued by any governmental agency having jurisdiction thereof.

4. Lessor agrees to pay Lessor's proportionate part of any taxes assessed or levied by the State of Missouri, or any subdivision thereof, or by the federal government, against the ores and concentrates produced and sold from the lands covered hereby.

5. Lessee will keep accurate books showing quantities and kinds of concentrates produced and sold from said lands, when and to whom sold, and the money received therefor, and such books of account shall be open to inspection by Lessor or his agent at all reasonable hours.

6. All mining operations shall be carried on in a miner-like and oreman-like manner and may be conducted by shaft and underground tunnels or by excavating in the manner known as strip or open-pit mining, and in the event of any strip or open-pit mining, Lessee shall not be liable for damages done to the surface of that part of said land owned in fee by Lessor on account of such mining.

7. The ores mined from the lands covered hereby may be cleaned and prepared for market on this or other lands within or without the local area within which the lands covered hereby are located, as may be deemed desirable by Lessee, as an independent operation, or in a mill in which other ores are being treated, commonly referred to as a central concentrating plant, and that such plant or plants may be located on these lands, with the right to treat ores from other lands therein. If said central concentrating plant shall be equipped with automatic weighing and sampling devices, then such ores shall be weighed, assayed, treated, handled and concentrates determined, sold and accounted for in the manner which is now or may hereafter be established as standard method and practice thereat. If said central plant shall not be equipped with automatic weighing and sampling devices, then the

8. All costs and expenses incurred shall be paid from the funds received hereunder, and
the same shall be disbursed as soon as practicable after presentation of a statement of
expenses, and shall be accounted for in the manner provided by law.

9 If wees and winteruals wintred from other lands are brought on to
the island beforey for settling processes, the tallings resulting from
such operations shant lie the property of leasee

of timbered areas shall have the right to use timber produced therefrom and timbered areas of drifts and timbered areas of oases from within their Lands throughout, subject to removal of trees and shrubs and upon the Lands occupied by them only, and to remove others and timberlands situated on the Lands covered thereby throughout a share of such timber as they may require for their own use and to build houses and other buildings thereon.

If a person shall at all times have the right to enter into any work
which may be undertaken by him, he will be entitled to inspect it at any time.

17. If prospective drilling or mining operations should not be commenced on
any date before January one (1) year without the consent of the owner
of the land, such operations shall be suspended.

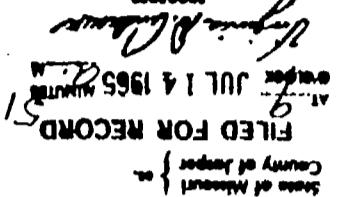
13. It is recommended that the following operating conditions should not be countenanced on
any particular occasion unless the provision of a fireman is made for the purpose.
14. The maximum number of passengers to be carried by a vessel shall not exceed
fifty (50) per centage of the number of crew members required.
15. The maximum number of passengers to be carried by a vessel shall not exceed
one hundred and fifty (150) per centage of the number of crew members required.
16. The maximum number of passengers to be carried by a vessel shall not exceed
one hundred and fifty (150) per centage of the number of crew members required.
17. The maximum number of passengers to be carried by a vessel shall not exceed
one hundred and fifty (150) per centage of the number of crew members required.
18. The maximum number of passengers to be carried by a vessel shall not exceed
one hundred and fifty (150) per centage of the number of crew members required.
19. The maximum number of passengers to be carried by a vessel shall not exceed
one hundred and fifty (150) per centage of the number of crew members required.
20. The maximum number of passengers to be carried by a vessel shall not exceed
one hundred and fifty (150) per centage of the number of crew members required.
21. The maximum number of passengers to be carried by a vessel shall not exceed
one hundred and fifty (150) per centage of the number of crew members required.
22. The maximum number of passengers to be carried by a vessel shall not exceed
one hundred and fifty (150) per centage of the number of crew members required.
23. The maximum number of passengers to be carried by a vessel shall not exceed
one hundred and fifty (150) per centage of the number of crew members required.
24. The maximum number of passengers to be carried by a vessel shall not exceed
one hundred and fifty (150) per centage of the number of crew members required.
25. The maximum number of passengers to be carried by a vessel shall not exceed
one hundred and fifty (150) per centage of the number of crew members required.
26. The maximum number of passengers to be carried by a vessel shall not exceed
one hundred and fifty (150) per centage of the number of crew members required.
27. The maximum number of passengers to be carried by a vessel shall not exceed
one hundred and fifty (150) per centage of the number of crew members required.
28. The maximum number of passengers to be carried by a vessel shall not exceed
one hundred and fifty (150) per centage of the number of crew members required.
29. The maximum number of passengers to be carried by a vessel shall not exceed
one hundred and fifty (150) per centage of the number of crew members required.
30. The maximum number of passengers to be carried by a vessel shall not exceed
one hundred and fifty (150) per centage of the number of crew members required.

LESSOR

PENIX & SLOSSON, INC.

LESSOR

- D. W. Penix, Inc., New York
July 1, 1947*
- IN WITNESS WHEREOF, the parties hereto have duly executed this instrument the day and year first above written.
20. The terms and conditions of this lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives and assigns of the parties hereto.
19. The Lessor may at any time, upon payment of all royalties then due, surrender and terminate this lease by executing and delivering to the lessee a release herefrom and thereafter lessor shall be relieved of all liability under and in respect of this lease except as if this lease had not been made.
18. In case of failure of lessor to keep and perform the terms of this lease, lessor may five thirty days' written notice of the violation to lessor and shall then proceed to the execution of this lease shall be exclusive.
17. Lessor shall pay for damage caused by operations hereunder to growing crops and/or any improvements on said land.
16. Lessor hereby warrants and agrees to defend the title to the land herein described, and agrees that the lessor shall have the right, at any time, to redeem for lessor his payment, any mortgagees, taxes or other liens on the above described lands, in event of default of payment, and be subrogated to the rights of the holder thereof.
15. After the expiration of the term hereinafter fixed, this lease shall continue in force and effect for an additional period of ten (10) years on the same herein set out, and after the expiration of said additional period working day and shall, upon request of lessor, furnish a print of any under-holding, and shall by lessor, showing any assays made of cuttings taken out down on said land by lessor, furnish a copy of the log of each drill hole out the ground workings on said land.
- Said bank, or such other bank as lessor may in writing hereafter designate and its successors, by power irrevocable, is hereby made the agent of lessor to accept all rentals and royalties herefrom provided for, and the sum shall continue as a depositary of such royalties herefrom provided for, and the title of this lease regardless of change of ownership of said land or said land as rovatees.



15
FILED FOR RECORD
County of Suffolk
State of New York

NY Notary Public Seal

Notary Public

My notarial seal the day and year last above written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed

not and deed.

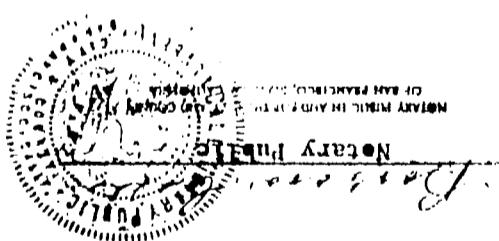
the persons described in and who executed the foregoing instrument,
and acknowledged that they executed the same as their free
agents, and acknowledged that they executed the same as their free
agents,

to me known to

and

on this _____ day of _____, 1965, before me

COUNTY OF
STATE OF



NY Notary Public Seal
My Commission Expires July 3, 1969

HANNAH CALL

My notarial seal the day and year last above written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed

not and deed.

the persons described in and who executed the foregoing instrument,
and acknowledged that they executed the same as their free
agents,

to me known to

Sophie Haffner, her wife, Alexander H. Haffner, and

per sonality appeared Alexander H. Haffner, wife, Sophie Haffner, and

on this 15 day of July, 1965, before me

COUNTY OF DOUGLASSVILLE
STATE OF PENNSYLVANIA

52

~~405~~ 1105

2/12/66

454

NO. 108- 29

MINING LEASE

I, M., made this 12 day of FEBRUARY - 1966, XXXX

B. M. BUCKINGHAM and MARIE BUCKINGHAM

ORANGE CITY, IOWA.

Either one or more) referred to as Lessor, and (the) corporation, hereinafter referred to as Lessee,

W I T E S S E T H:

In consideration of the covenants and agreements hereinabove set forth to be kept and performed by Lessee, Lessor does hereby grant, lease and give to Lessee, for prospecting and mining for lead and zinc ores, for the term of one year from the date hereof, the following described land (for the same to be considered as one parcel) situated in Jasper County, State of Iowa:

THE S.W. $\frac{1}{4}$; THE S.W. $\frac{1}{4}$ of N.W. $\frac{1}{4}$;-- THE W $\frac{1}{2}$ of S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$;-- THE N.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$;-- and the WEST 10 ACRES of the N.W. $\frac{1}{4}$ of N.E. $\frac{1}{4}$ IN SECTION 34;

THE S.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ and the WEST 10 ACRES OF S.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ IN SECTION 13 ALL

IN Twp. 24 Township 29 N. Range 33 W.

containing 320 acres, more or less.

The Lessor hereby gives and grants unto Lessee, for said term, the right and license to prospect and mine said land for lead and zinc ores, together with the right and license to prepare for mining, to extract and remove and sell all lead and zinc concentrates produced therefrom, and to have and to hold the right to construct buildings or other structures, including sheds, foundations, openings, stockpiles, dumps, ditches, drainage, roads, culverts, improvements upon said premises, including the right to place such machinery thereon as may be required for efficiently prospecting and mining said land and removing the products therefrom, with the right in Lessor to remove all such structures, at any time during the term hereof or within one year after the expiration of this lease.

In consideration whereof, Lessee agrees to pay unto Lessor or
MERCHANTS & MINERS bank at WEBB CITY

MISSOURI or such other depository as Lessor may designate from time to time, a royalty on all lead and zinc concentrates produced and sold from said land as follows:

1. For concentrates produced and sold prior to July 1, 1966, a royalty of three per cent (3%) of the gross proceeds received therefor, f.o.b. ore bin at mill;

2. After July 1, 1966, and during the remainder of the term of this lease, and any extension hereof, the royalty shall be:

1. When the price of slab zinc at East St. Louis is 12 1/2 cents per pound or less, the royalty shall be three per cent (3%) of the gross proceeds received for the lead and zinc concentrates produced, f.o.b. ore bin at mill;

004286

2. When the price of slab zinc at East St. Louis is more than 12 1/2 cents per pound, but not in excess of 15 cents per pound, the royalty shall be five per cent (5%) of the gross proceeds received for the lead and zinc concentrates, f.o.b. ore bin at mill;

3. For each 1¢ increase, or fraction thereof, in the price of slab zinc at East St. Louis above 15 cents per pound, the royalty will be increased 1% for each 1¢ increase in said price of slab zinc fraction in proportion.

4. A royalty shall be based on the average price of private vehicles, barge, or flat, East St. Louis, basis, as quoted by the Engineer and Mining Journal for the calendar month in which the zinc and/or lead concentrates are sold. Said royalty shall be paid on or before the 10th day of each month, or all concentrates produced and sold during the preceding month, on the production of the Lessor and to the end that there may be no dispute as to the market price of concentrates so sold, it is expressly agreed that if the market price is not satisfied with the market price used in calculating royalty rates, lessor shall have and hereby agrees to take valid percentage of total concentrates, or concentrates of like quality, in just and fair adjustment, when the same is not satisfied by aforementioned.

5. Lead and Zinc Concentration is hereby defined to mean "the calcining, roasting and/or lead minerals as recovered at the mill or concentrating plant having treatment, including, in addition to lead or zinc, any and all other metals or elements contained in such concentrates, whether or not such metals or elements may be known or by future discovery methods of secondary mining."

For the purpose of royalty payments the sale price shall include all premium money received from any governmental agency, up to but not exceeding the amount of premium money on which royalty may be paid under law or regulation issued by any governmental agency having jurisdiction in such state or country.

1. Lessor agrees to pay Lessee's proportionate part of any taxes, assessments, or levies by the State of Missouri, or any subdivision thereof, or any county, town, city, or other political subdivision, against the ores and concentrates produced and sold.

2. Lessee shall keep accurate books showing quantities and units of minerals produced and sold from said lands, when and to whom sold, and the date of the day, and such books of account will be open to inspection, or audit, or its agent, at all reasonable hours.

All mining operations shall be carried on in a manner in accordance with the laws and may be conducted by shaft and mine, or open cut, or strip, or strip or open-pit mining. Lessee shall not use blast furnaces or any surface of said lands in the course of such mining.

3. All drift holes shall be plowed at the top of the rock formation and filled to the surface. The area around said drift hole shall be free and clean of all debris.

7. The ores mined from the lands covered hereby may be cleared and prepared for market on this or other lands within or without the local area in which the lands covered hereby are located, as may be deemed desirable by lessee, as an independent operation, or in a mill in which other ores are being treated, commonly referred to as a central concentrating plant, and that such plant or plants may be located on these lands, with the right to treat ores from other lands therein. If said central concentrating plant shall be equipped with automatic weighing, handling and sampling devices, then such ores shall be weighed, assayed, treated, handled and concentrates determined, sold and accounted for in the manner which is now or may hereafter be established as standard method and practice thereat. If said central plant (which shall not be equipped with automatic weighing and sampling devices, then the

-3-

ores mined from the lands covered hereby shall not be commingled with ores from other lands before or during milling, nor shall any concentrates recovered therefrom be commingled with the concentrates recovered from ores from other lands, and said concentrates shall be sold and accounted for separately from any other concentrates. The mill or mills in which said ores shall be treated shall be so equipped as to make the best extraction obtainable at least up to the standard of a modern mill.

8. If ores and minerals mined from the lands covered hereby are sent on other lands, Lessee shall, in addition to the royalty above provided for, pay to Lessor the sum of two cents (2¢) per ton of the dry weight of the crude ores so milled, less the weight of the concentrate recovered herefrom, and the same shall be in full compensation to Lessor for the tailings, cherts and other refuse material resulting from the milling of such ores and such tailings, cherts and other refuse material shall be the property of lessee. Such payments shall be made at the same time rentals are made and shall be accompanied by a statement showing wet weight of the crude ores, moisture content, weight of concentrates and net dry weight.

9. If ores and minerals mined from other lands are brought on to the lands covered hereby for milling purposes, the tailings resulting from such mill operations shall be the property of Lessee.

10. Lessee shall have the right to use underground tunnels or drifts to haul away of ores from other lands through, across and upon the lands covered hereby, and to remove ores and minerals mined on the lands covered hereby through a shaft or shafts on other lands and to hoist ores and minerals from other lands through a shaft or shafts on this land, provided the same or materials so used on the lands covered hereby shall not be commingled with other ores and minerals except as herein provided. After the expiration of this lease the rights granted in this paragraph shall continue in effect for so long as Lessee shall elect to continue the same, provided, Lessee shall pay to Lessor the sum of \$5.00 per acre per year, in advance, for the use and maintenance of such rights.

11. Lessor shall at all times have the right to enter into any well or into said lands for the purpose of inspection and examination, not interfering with the prospecting and mining operations of Lessee.

12. Lessee shall commence prospecting or mining upon said lands within one (1) year from the date hereof. Such prospecting or mining shall be carried on continuously and shall not be suspended at any time for longer than six months except on account of unavoidable accidents, strikes or other causes beyond the control of Lessee, and except that when the value of the concentrates produced from said premises is such that mining thereof can not profitably be carried on by Lessee, operations may be suspended for a period not exceeding one year for payment for such suspension right, until prices improve so that mining can again profitably be conducted; provided, suspension of operations for said last mentioned cause shall not continue longer than one (1) year without the consent of Lessor.

13. If prospecting or mining operations should not be commenced on or before within the time hereinbefore provided and Lessee shall pay or tender to Lessor the sum of fifty cents (50¢) per acre in the manner herein after provided, such payment or tender shall operate as a rental for one (1) year from and after the period of time last above stated, and the same shall also cover the right and privilege in the Lessee to defer the commencing of said prospecting or mining operations for and during said one (1) year period, in like manner and upon like payments or tenders, the commencement of prospecting or mining operations may be further deferred, or suspended after having been commenced, for like periods, successively during the life of this lease. All rentals due hereunder may be paid by Lessee's check mailed, postage pre-paid, to the bank hereinbefore mentioned, or its successors, for Lessor's credit, on or before the date any such rentals shall become payable.

RENTIX & SONS, INC.

Lease

MARSH HUCKINGHAM

B.M. BUCKINGHAM

Indicating the day and year above written.
IN WITNESS WHEREOF, the parties have duly executed this

and assuring of the parties hereto,
20. The terms and conditions of this lease shall be binding upon
and forever to the benefit of the heirs, successors, legal representatives
and assigns of the lessor and the lessor leases shall be released from all

and future obligations hereunder, with like effect as if this lease had not been made,
lessor aforesaid and lessor by executing and delivering this instrument does
do, subscribe and warrant that this lease by executing and delivering this
document, lessor may at any time, upon payment of all royalties then

which may be due, pay for damage caused by operations hereunder to
permitted that this lease shall terminate at the option of the lessor
this lease, and if such violation or default is not removed within said
time, lessor may give thirty days' written notice of the violation
which would be hereby given to keep and perform the terms of

17. Lease shall pay for damage caused by operations hereunder to
providing crops and/or any improvements on said land.

and be subrogated to the rights of the holder thereof,
18. In case of failure of lessor to keep and perform the terms of
this lease, to redeem for lessor by payment, any mortgage, taxes or other
lands herein described, and agrees that the lessor shall have the right, at
any time, to repossess the lessor as provided in the lease, at

19. After the expiration of the term hereinbefore fixed, this lease
shall continue in force and effect for an additional period of ten (10)
years on the terms herein set out, and after the expiration of said additional
period shall be prolonged from said premises by lessor, or lessor shall continue
ten (10) years that this lease shall continue in effect so long thereafter as ore
and be paid to the lessor by lessor as compensation for the use of said land or
any time, to redeem for lessor by payment, any mortgage, taxes or other
lands herein described, and agrees that the lessor shall have the right, at
any time, to repossess the lessor as provided in the lease, at

20. Lease shall furnish a true copy of the log of each drift
hole put down on said land by lessor, showing any assays made of cuttings
therefrom, and shall, upon request of lessor, furnish a print of any under-

ground workings on said land,
21. Lease shall furnish lessor a true copy of the log of each drift
hole put down on said land by lessor, showing any assays made of cuttings
therefrom, and its successors, by power irreverceable to hereby make the agent
of lessor to accept all rentals and royalties herein provided for, and the
same shall continue as a depositary of such royalties or rentals during the
life of this lease regardless of changes of ownership of said land or said
agent shall continue to accept all rentals and royalties herein provided for, and the
agent shall furnish a true copy of the log of each drift

458

1105

458

108-29

S-

STATE OF MO }
COUNTY OF JASPER } as

on this 11 day of MARCH, 1968 before me personally appeared B.M. BUCKINGHAM and MARIE BUCKINGHAM HUNSON & WIFE to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Bill W. Hartman
Notary Public
My seal expires DEC 25 69

STATE OF MO }
COUNTY OF JASPER } as

On this 11 day of MARCH, 1968 before me personally appeared B.M. BUCKINGHAM and MARIE BUCKINGHAM HUNSON & WIFE to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Bill W. Hartman
Notary Public
My seal expires DEC 25 69

State of Missouri }
County of Jasper }
FILED FOR RECORD 51
At 9 MAR 11 1968 MINUTES
O'CLOCK 11 A.M.
Virginia D. Andrews
RECORDED

1105

MILAN, ALBAY

RECEIVED, payable thens, 24, day of FEBRUARY 1966, XYEAR.

JOHNIE O. BROWN & LILLIE BROWN

vs. ROBERT E. LEWIS, Plaintiff, & LEAD

1. That the Plaintiff is entitled to receive his gross proceeds from the sale of the lead and tin ore, which he has delivered to the Defendant, Johnie O. Brown & Lillie Brown, in the amount of P1,000.00.

2. Costs of suit.

In consideration of the covenant and promise made by the Plaintiff, to pay him, his wife and their children, the sum of P1,000.00, for protecting and mining for lead and tin ore from the lands of the Plaintiff, described below, and on the condition that the Plaintiff will do the same for the Plaintiff, Johnie O. Brown & Lillie Brown, for the same period of time, the Plaintiff, Johnie O. Brown & Lillie Brown, has agreed to pay him, his wife and their children, the sum of P1,000.00.

3. Payment shall be made quarterly (R.D.A.)

RECEIVED, 22 M. 80

RECEIVED, 33 days later
Johnie O. Brown & Lillie Brown
vs. Robert E. Lewis, Plaintiff, & Lead
1. That the Plaintiff is entitled to receive his gross proceeds from the sale of lead and tin ore from the lands of the Plaintiff, Johnie O. Brown & Lillie Brown, in the amount of P1,000.00.
In consideration of the Plaintiff's promise to do the same for the Plaintiff, Johnie O. Brown & Lillie Brown, for the same period of time.

Attest: Johnie O. Brown & Lillie Brown
Plaintiff, & Lead

1. Was the price of slab zinc at least ~~P1,000.00~~ P1,000.00 cents per pound or less, the Plaintiff said he three per cent (3%) of the gross proceeds received for the lead and tin ore concentrate, which are him of mill,

004287

449

105.30

ores mined from the lands covered hereby shall not be commingled with ores from other lands before or during milling, nor shall any concentrates recovered therefrom be commingled with the concentrates recovered from ores from other lands, and said concentrates shall be sold and accounted for separately from any other concentrates. The mill or mills in which said ore shall be treated shall be so equipped as to make the best extraction obtainable at least up to the standard of a modern mill.

Ores and minerals mined from the lands covered hereby, or from lands situated on other lands, lessee shall, in addition to the royalty above provided, pay to lessor the sum of two cents (2¢) per ton of the dry weight of the grade ores so milled, less the weight of the concentrates recovered therefrom, and the same shall be in full compensation to lessor for all costs of removal of such tailings, cherts and other refuse material resulting from the mining operations. Such tailings, cherts and other refuse material shall be the property of lessor. Such payments shall be made at the same time as the payment of royalties and shall be accompanied by a statement showing the dry weight of the concentrates, moisture content, weight of concentrates and mineralized cherts.

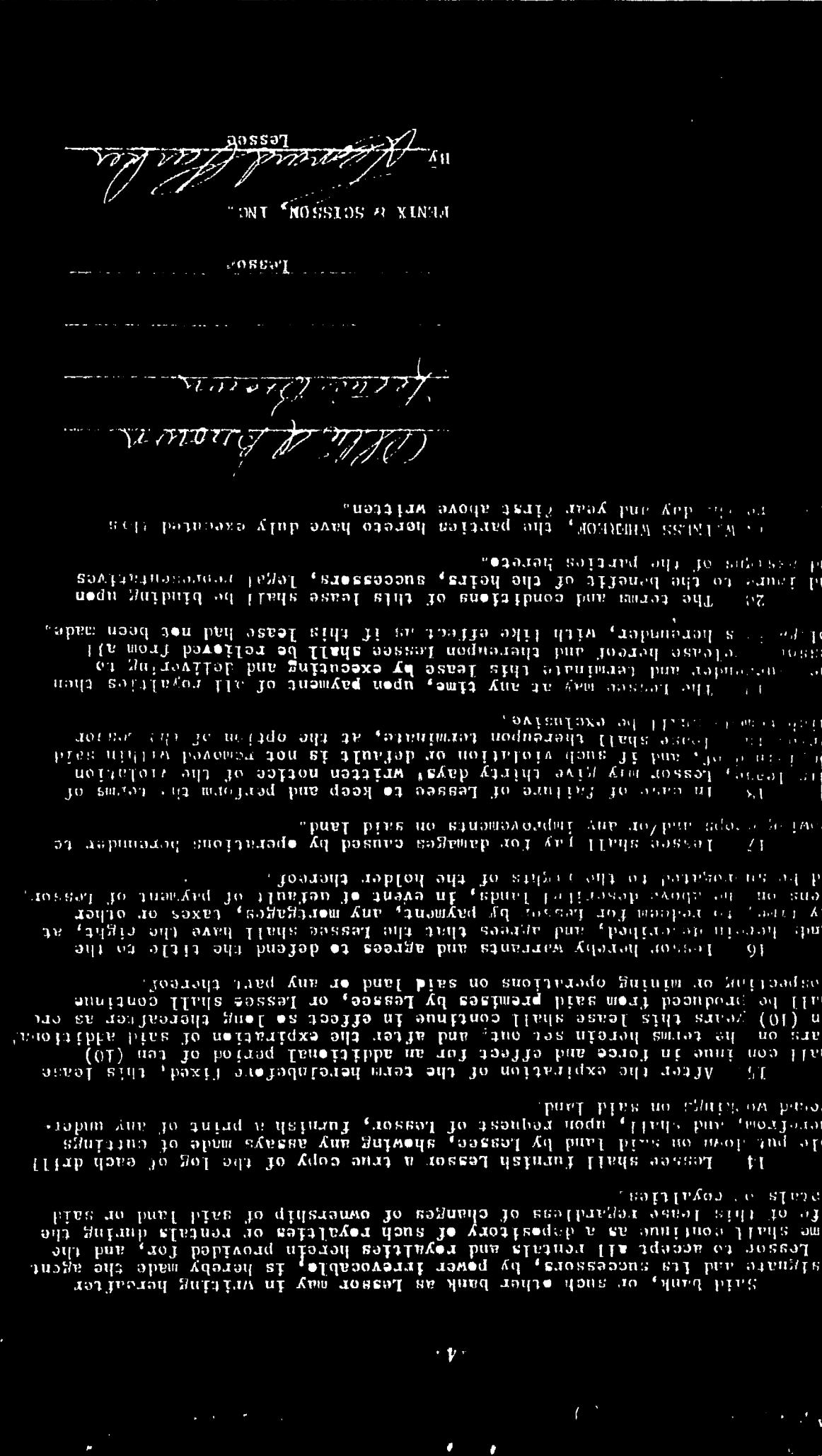
All of ores and minerals mined from other lands are brought onto the lands covered hereby for milling purposes, the tailings resulting from such operations shall be the property of lessee.

Lessee shall have the right to use underground tunnels or shafts or drifts from other lands through, across, and over the lands covered hereby to remove ores and minerals mined on the lands covered hereby through a shaft or shafts on other lands and to hoist ore and minerals mined on the lands covered hereby through a shaft or shafts on this land, provided that ore and minerals mined on the lands covered hereby shall not be commingled with ore and minerals except as herein provided. All rights, title and interest in the rights granted in this paragraph shall be in lessor, and shall be subject to continue the same provided for in the lease for a sum of \$5.00 per acre, per year, in advance, for each acre of land so far as the same may be required.

Lessor shall at all times have the right to enter into any well or shaft or tunnel for the purpose of inspection and examination, notwithstanding with the prospecting and mining operations on the lands covered hereby.

Lessee shall commence prospecting or mining operations on the lands covered hereby from the date hereof, such prospecting or mining operations to be conducted continuously and shaft not be suspended at any time for more than one month, except on account of unavoidable accidents, or acts of God, or acts of force majeure, or acts of law, or acts of lessor, and except that when the value of the ore and minerals produced from said premises is such that mining, drilling, or other work carried on by Lessee, operations may be suspended for a period of time not exceeding one month for each suspension right, until prices improve, or the work is successfully conducted; provided, suspension of operations for any reason shall not continue longer than one (1) year either by reason of lessor or otherwise.

Prospecting or mining operations should not be commenced on the lands covered hereby until the time hereinbefore provided and lessor shall receive a rental payment of fifty cents (50¢) per acre in the manner hereinabove provided. Such payment or tender shall operate as a rental for the first year, and thereafter the period of time last above stated, and the same shall be the sole right and privilege in the lessee to defer the commencement of mining operations for and during said one (1) year period. After the first year and upon like payments or tenders, the commencement of prospecting or mining operations may be further deferred, or suspended after having been deferred for the first year, for like periods, successively during the life of this lease. Rent hereunder may be paid by lessee's check mailed, postage prepaid, to lessor, or to the land hereinbefore mentioned, or its successors, for payments made before the date any such rentals shall become payable.



108-30

5.

FATE OF Witnesses }
SIGHT OF Debtors } 95

On this 22nd day of March, 1968, before
I, hereby appeared, Clyde C. Andrews,
Letter Carrier, Post Office, 1909
to persons described in and who executed the foregoing,
and acknowledged that they executed the same in due
form and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal
and affixed seal the day and year last above written.

Zeda Gelmane
Notary Public

My Commission Expires Oct. 9, 1967 My Commission Expires Oct. 9, 1968

} 95

On this 22nd day of March, 1968, before
I, hereby appeared, Clyde C. Andrews,
Letter Carrier, Post Office, 1909
to persons described in and who executed the foregoing,
and acknowledged that they executed the same in due
form and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal
and affixed seal the day and year last above written.

Notary Public

My Commission Expires Oct. 9, 1968

State of Missouri } ss.
County of Jasper } ss.
FILED FOR RECORD 479
AT 9 MAR 11 1968 MINUTES
O'CLOCK A.M.
Virginia D. Andrews
RECORDER

5/18/1

695

1195

1195 695

RELEASE OF MINING LEASE

KNOW ALL MEN BY THESE PRESENTS, That

B M BUCKINGHAM and MARIE BUCKINGHAM, "Lessor", and FENIX & SCISSON, INC, "Lessee", for value received, hereby mutually surrender, release and cancel the Mining Lease between them dated February 12, 1966, recorded in Book 1105, Pages 454-458, covering the following described lands situated in Jasper County, Missouri, to wit

The SW/4, the SW/4 of NW/4, the W/2 of SE/4
of NW/4, the NE/4 of NW/4, and the West 10
acres of the NW/4 of NE/4 in Section 24,

The SE/4 of SW/4 and the West 10 acres of
SW/4 of SE/4 in Section 13,

ALL in Township 29 North, Range 33 West, and
containing 320 acres, more or less,

and for the same consideration, Lessor and Lessee mutually release
each other of and from any liabilities, duties and rights in the
premises

Dated this 18th day of May, 1970

13 1/11 acre land
B M Buckingham

13 1/11 acre land
Marie Buckingham

"Lessor"

FENIX & SCISSON, INC

By J S May Jr. C.P.
Vice President

"Lessee"

STATE OF MISSOURI }
COUNTY OF JASPER } ss

On this 11th day of August, 1970, before me personally appeared B M BUCKINGHAM and MARIE BUCKINGHAM, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Thelma J. Goss

004288